



**ANNUAL INFORMATION FORM  
for the year ended June 30, 2024**

**Dated: September 30, 2024**

## TABLE OF CONTENTS

INTRODUCTION .....	1
CORPORATE STRUCTURE .....	2
GENERAL DEVELOPMENT OF THE BUSINESS.....	3
DESCRIPTION OF THE BUSINESS.....	7
BORROWING AND CREDIT FACILITIES .....	12
RISK FACTORS .....	15
DIVIDENDS .....	57
DESCRIPTION OF CAPITAL STRUCTURE .....	57
MARKET FOR SECURITIES .....	58
AGREEMENTS WITH SHAREHOLDERS.....	58
DIRECTORS AND EXECUTIVE OFFICERS.....	61
LEGAL PROCEEDINGS AND REGULATORY ACTIONS .....	66
INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS.....	66
TRANSFER AGENT AND REGISTRAR.....	66
MATERIAL CONTRACTS .....	67
EXPERTS.....	67
ADDITIONAL INFORMATION.....	67
GLOSSARY OF TERMS .....	68
APPENDIX A .....	A-1

# ANNUAL INFORMATION FORM

## INTRODUCTION

### Notice to Readers

Dye & Durham Limited was incorporated under the OBCA on June 26, 2020. In connection with the closing of Dye & Durham Limited's initial public offering, it acquired a 100% direct ownership interest in Dye & Durham Corporation and carried on the business of Dye & Durham Corporation. In this Annual Information Form (the "AIF"), unless the context otherwise requires, "Dye & Durham", the "Company", "we", "us" or "our" refers to Dye & Durham Limited, its subsidiaries and divisions and their respective predecessors, which includes Dye & Durham Corporation.

### General

For an explanation of the capitalized terms and expressions, please refer to the "Glossary of Terms" at the end of this AIF. All references to "dollars" and "\$" are to Canadian dollars. Unless otherwise indicated, the information contained herein is given as at June 30, 2024.

### Forward-looking Information

This AIF contains forward-looking statements that relate to the Company's current expectations and views of future events. In some cases, these forward-looking statements can be identified by words or phrases such as "forecast", "target", "goal", "may", "might", "will", "expect", "anticipate", "estimate", "intend", "plan", "indicate", "seek", "believe", "predict", or "likely", or the negative of these terms, or other similar expressions intended to identify forward-looking statements. The Company has based these forward-looking statements on its current expectations and projections about future events and financial trends that it believes might affect its financial condition, results of operations, business strategy and financial needs. These forward-looking statements include, among other things, statements relating to the Company's financial position, business strategy, growth strategies, and addressable markets. Particularly, information regarding the Company's expectations of future results, performance, achievements, prospects or opportunities or the markets in which the Company operates is forward-looking information.

Forward-looking statements are based on certain assumptions and analyses made by the Company in light of management's experience and perception of historical trends, current conditions and expected future developments and other factors it believes are appropriate and are subject to risks and uncertainties. Although the Company believes that the assumptions underlying these statements are reasonable as of the date of this AIF, they may prove to be incorrect and there can be no assurance that actual results will be consistent with these forward-looking statements. Given these risks, uncertainties and assumptions, readers should not place undue reliance on these forward-looking statements. Whether actual results, performance or achievements will conform to the Company's expectations and predictions is subject to a number of known and unknown risks, uncertainties, assumptions and other factors, including, but not limited to those listed in this AIF under "Risk Factors", which factors should not be considered exhaustive and should be read together with the other cautionary statements in the Company's disclosure documents.

If any of these risks or uncertainties materialize, or if assumptions underlying the forward-looking statements prove incorrect, actual results might vary materially from those anticipated in those forward-looking statements.

Although the Company bases these forward-looking statements on assumptions that it believes are reasonable when made, the Company cautions readers that forward-looking statements are not guarantees of future performance and that its actual results of operations, financial condition and liquidity and the development of the industry in which it operates may differ materially from those made in or suggested by the forward-looking statements contained in this AIF. In addition, even if the Company's results of operations, financial condition and liquidity and the development of the industry in which it operates are consistent with the forward-looking statements contained in this AIF, those results or developments may not be indicative of results or developments in subsequent periods.

Given these risks and uncertainties, investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statement that is made in this AIF speaks only as of the date of such statement, and

the Company undertakes no obligation to update any forward-looking statements or to publicly announce the results of any revisions to any of those statements to reflect future events or developments, except as required by applicable securities laws. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless specifically expressed as such, and should only be viewed as historical data.

## CORPORATE STRUCTURE

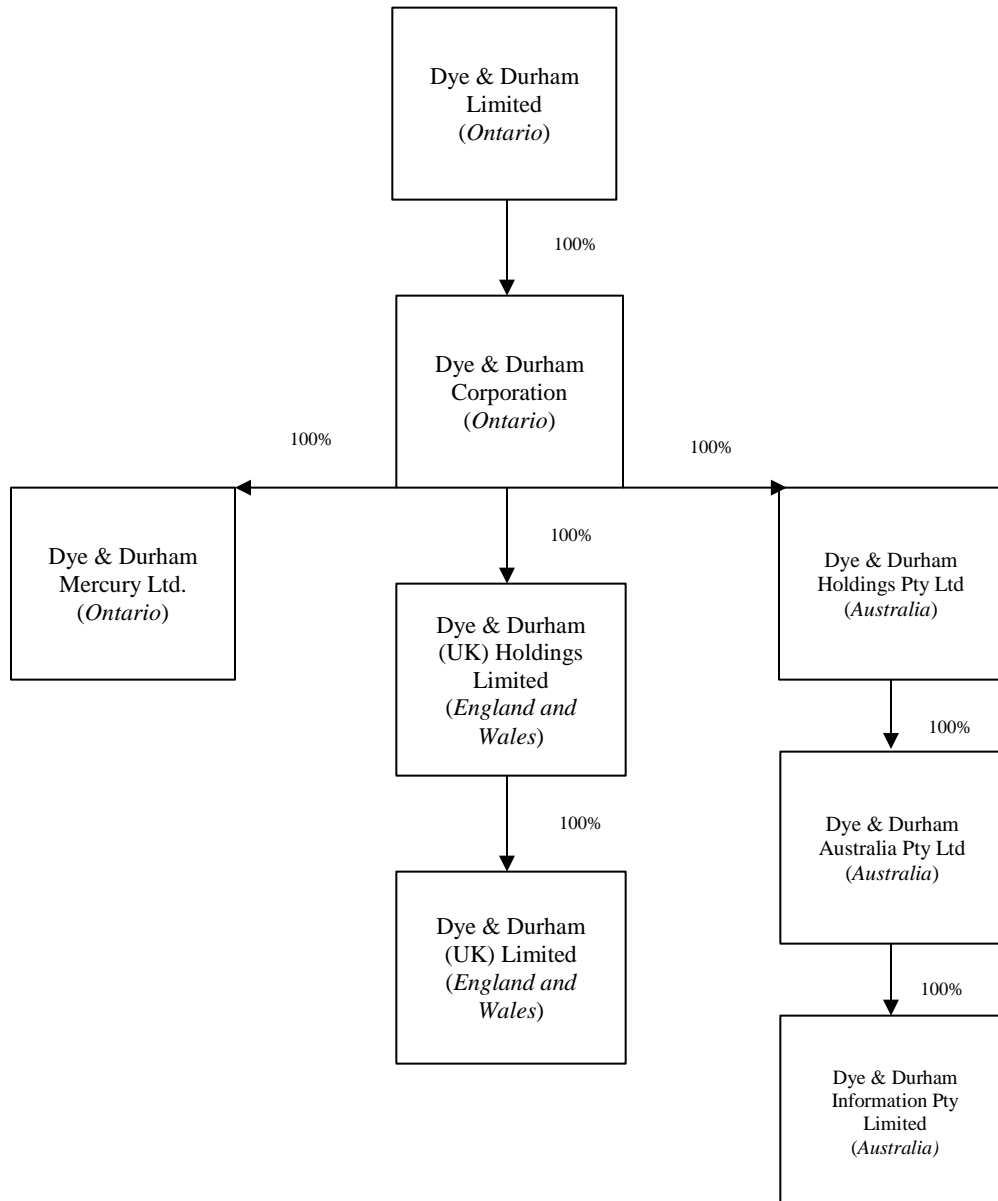
### Name, Address and Incorporation

The Company is a corporation incorporated under the OBCA on June 26, 2020.

The Company's head and registered office is located at 1100-25 York Street, Toronto, Ontario M5J 2V5.

### Intercorporate Relationships

The following chart identifies the Company's material subsidiaries (including jurisdiction of formation or incorporation of the various entities) as of the date of this AIF.



## GENERAL DEVELOPMENT OF THE BUSINESS

Dye & Durham's vision is to be the world leader in legal technology, enabling law firms to operate more efficiently and profitably and helping them achieve more growth with less effort. To continue to grow its business and to achieve this goal, the Company acquires, integrates and operates legal technology businesses. The Company leverages the businesses it acquires into its cloud-based platform (the "**Platform**") in order to scale, deliver better performance and drive synergies. In order to capture further market share and position itself as a market leader, the Company's business plan is to continue to make acquisitions, realize synergies while integrating the acquired businesses into its current business and Platform, pursue organic growth through product enhancements, and subsequently pursue technological advancements.

Since 2013, management has worked to transform Dye & Durham into a leading legal technology company. Today, the Company provides users access to a cloud-based Platform which acts as an all-in-one solution for the automation of the process of public records due diligence searches, document creation and electronic records filings.

On July 17, 2020, the Company completed its initial public offering (the "**IPO**") and secondary offering of its Common Shares (the "**Common Shares**"), following which the Common Shares began trading on the Toronto Stock Exchange (the "**TSX**") under the symbol "DND". Immediately prior to closing of the IPO, all of the pre-existing operations of Dye & Durham Corporation were organized under Dye & Durham Limited.

In Fiscal 2022, the major developments of the Company were as follows:

- On July 1, 2021, the Company completed the acquisition of GlobalX Information Pty Ltd, an Australian provider of cloud-based software solutions, including online property and business regulatory information, practice management software, conveyancing workflow, electronic contracts and legal support services. Total consideration paid by the Company in connection with the acquisition was approximately \$163.6 million.
- On July 8, 2021, the Company completed the acquisition of TM Group (UK) Limited ("**TM Group**"), a leading provider of technology-enabled real estate due diligence solutions used by law firms and conveyancers to complete both residential and commercial real estate transactions across England, Wales and Scotland (the "**TM Acquisition**"). Total consideration paid by the Company in connection with the acquisition was approximately \$155 million.
- In May 2021, the Company received an indication of interest from a shareholder group led by management to acquire it. As a result of the proposal, the Board of Directors commenced a process to explore and evaluate potential strategic alternatives focused on maximizing shareholder value led by a special committee of independent directors (the "**Special Committee**"). Specifically, the Special Committee was mandated to undertake a process, with the assistance of independent legal and financial advisers, to review and assess the Company's current business strategy and possible alternatives thereto. In furtherance of its mandate, the Special Committee considered the proposal and other strategic alternatives including a sale of Dye & Durham to other parties, other strategic transactions and maintenance of the status quo. At a meeting held on October 7, 2021, the Special Committee provided its final report to the Board wherein it recommended that Dye & Durham continue to pursue its existing business strategy which contemplates further growth through acquisitions under the leadership of the Company's Chief Executive Officer. The Special Committee's recommendation was accepted and endorsed by the Board and the Special Committee was subsequently dissolved having completed its mandate.
- On December 3, 2021, the Company terminated and fully repaid all outstanding balances under its second amended and restated credit agreement dated March 22, 2021 in the amount of \$239.5 million and replaced it with a new credit facility (the "**Ares Credit Facility**"). The aggregate amount committed under the Ares Credit Facility was \$1,795 million comprising of (i) a \$1,520 million initial term loan facility ("**Initial Term Loan**"), (ii) a \$200 million delayed draw term loan facility ("**DDTL Facility**") and (iii) a \$75 million revolving credit facility ("**Revolving Facility**"). On closing of the Ares Credit

Facility in December 2021, the Company received total gross cash proceeds of \$1,520 million from the Initial Term Loan and incurred financing fees of \$52.4 million.

- On December 6, 2021, the Company acquired TELUS' Financial Solutions Business (“**TFSB**”) and certain assets from TELUS Corporation for total cash consideration of \$500 million and deferred consideration of \$1.4 million. TFSB provides digital infrastructure and technology solutions to the financial community across Canada.
- On December 21, 2021, the Company held its annual general meeting of shareholders in respect of Fiscal 2021 at which the Company nominated the following directors to the Board: Matthew Proud, Brian L. Derksen, Mario Di Pietro, David MacDonald, Edward (Ted) D. Prittie, Brad Wall, and Ronnie Wahi. Each of the aforementioned nominee directors were elected as directors of the Company for a term expiring at the conclusion of the next annual general meeting of shareholders of the Company, or until their successors are elected or appointed. As a result of Plantro exercising its right to a Board nominee under the Investor Rights Agreement, the slate of directors elected at the shareholder meeting included one new director, Ronnie Wahi, with Randy Fowlie not standing for re-election.
- On December 22, 2021, the Company entered into a scheme implementation deed (“**Scheme Implementation Deed**”) to acquire all issued and outstanding shares of Link Administration Holdings Limited (ASX:LNK) (“**Link**”) by way of a scheme of arrangement under section 411 of the *Corporations Act 2001* (Cth) for cash consideration of approximately \$3,200 million or AUD \$5.50 per Link common share. On July 21, 2021, the Company announced that it had agreed with Link to amend the Scheme Implementation Deed to reduce the base consideration to AUD \$4.81 per Link common share. On September 20, 2022, the Company was advised that the U.K. Financial Conduct Authority (the “**FCA**”) issued a draft warning notice (the “**Link Group Draft Warning Notice**”) to Link. The Link Group Draft Warning Notice was issued in respect of the FCA's investigation of Link Fund Solutions Limited and its management of the LF Woodford Equity and Income Fund. The FCA had assessed the appropriate penalty as £50,000,000 against Link (prior to taking into account any available discount), in addition to a restitution payment of £306,096,527 against Link. This triggered a condition in the Scheme Implementation Deed allowing for the termination thereof. On September 23, 2022, the Scheme Implementation deed was terminated.

In Fiscal 2023, the major developments of the Company were as follows:

- In August 2022, the United Kingdom's Competition and Markets Authority (“**CMA**”) ordered, following a year-long investigation, that Dye & Durham sell the entirety of TM Group to a third party approved by the CMA. On July 10, 2023, the Company entered into an agreement to sell TM Group to a global active alternative investment firm. As part of the transaction, the Company received \$75.6 million [£43.9 million] in cash at closing, less certain closing costs, with up to \$70.9 million [£41.2 million] in potential additional earn-out payments between 2023 and 2026, for total consideration of up to \$146.5 million [£85.1 million], subject to certain adjustments. The closing occurred in Fiscal 2024 on August 3, 2023.
- The Company achieved a number of significant milestones and made important progress on its strategic priorities. As a result of a mixture of organic growth, a number of strategic acquisitions and ongoing optimization of the business, Dye & Durham believes it is positioned strongly for future growth as it works to build upon its market-leading position in the global legal practice management market.
- During Fiscal 2023, the Company enhanced its go-to-market strategy, with a focus on growing contracted annually recurring revenue (“**ARR**”). ARR was \$78 million of total revenue as of the fourth quarter of Fiscal 2023, accounting for 18% of total revenue, nearly double the 10% as of the fourth quarter of Fiscal 2022. The Company remains focused on further growing ARR going forward, expanding its wallet share across the large and growing legal market, while diversifying its business mix.
- On December 19, 2022, the Company held its annual general meeting of shareholders in respect of Fiscal 2022 at which the Company nominated the following directors to the Board: Matthew Proud, Brian L. Derksen, Mario Di Pietro, David MacDonald, Edward (Ted) D. Prittie, Ronnie Wahi, and

Leslie O'Donoghue. Each of the aforementioned nominee directors were elected as directors of the Company for a term expiring at the conclusion of the next annual general meeting of shareholders of the Company, or until their successors are elected or appointed. In order to facilitate Board renewal, the slate of directors elected at the shareholder meeting included one new director, Leslie O'Donoghue, with Brad Wall not standing for re-election.

- Dye & Durham is committed to being at the forefront of innovation in legal technology and making it easier for legal practices to modernize their practices through digital transformation, better serving their clients and making it easier to grow with less effort. Throughout the year, the Company invested in innovating and growing its global product suite, including investments in the next generation of legal technology solutions. This included foundational investments in the new Unity Global Platform, which enables legal professionals to access all the software solutions they use to manage their practice in a single destination and with a single bill.
- During Fiscal 2023, the Company implemented a Normal Course Issuer Bid (“**NCIB**”) and Substantial Issuer Bids (“**SIB**”, and together with the NCIB the “**Issuer Bids**”), which resulted in the Company acquiring for cancellation, a total of 14.7 million Common Shares for aggregate consideration of approximately \$224 million. The Company implemented these Issuer Bids because it believes that the market price of the Common Shares may not fully reflect the underlying value of the Company’s business and future prospects.

In Fiscal 2024, the major developments of the Company were as follows:

- In July 2023, the Company announced that, as of June 30, 2023, its ARR had surpassed \$100 million, which represented a \$33 million increase in the Company’s ARR recorded as of March 31, 2023. ARR growth continued throughout Fiscal 2024 and, as of the fourth quarter of Fiscal 2024, the Company’s ARR was \$136.7 million. This is the result of a mixture of demand for the Company’s software products, new contracted-sales initiatives and the Company’s recent tuck-in acquisitions in the legal practice management market. The Company has enhanced its go-to-market strategy and has focused on growing contracted ARR with a stated goal of driving ARR to more than 50% of total revenue by the end of the 12 month period ending June 30, 2026.
- On August 3, 2023, the Company closed its sale of TM Group to Aurelius.
- On October 25, 2023, the Company announced a substantial issuer bid under which the Company offered to repurchase for cancellation up to \$160 million in principal amount of its 2026 Debentures. The bid expired on January 15, 2024. On expiry, the Company (i) paid \$36.1 million in cash in consideration of \$48 million in principal amount 2026 Debentures for which a cash consideration election was made, and (ii) issued \$14 million in principal amount of 6.50% senior unsecured extendible convertible debentures of Dye & Durham due November 1, 2028 (the “**2028 Debentures**”) in consideration of \$112 million in principal amount of 2026 Debentures for which a 2028 Debenture election was made. On November 6, 2023, the Company announced the closing of its private placement of \$20.4 million principal amount of 2028 Debentures, which was conducted in conjunction with the aforementioned substantial issuer bid.
- On December 19, 2023, the Company held its annual general meeting of shareholders in respect of Fiscal 2023 at which the Company nominated the following directors to the Board: Matthew Proud, Brian L. Derksen, Edward (Ted) D. Prittie, Ronnie Wahi, Leslie O'Donoghue, Colleen Moorehead and Peter Brimm. Each of the aforementioned nominee directors were elected as directors of the Company for a term expiring at the conclusion of the next annual general meeting of shareholders of the Company, or until their successors are elected or appointed. Following the threat of a “withhold” campaign that was directed at the Company by a group of shareholder activists, including OneMove and Edgepoint Wealth Management, in an attempt to settle issues with the activist shareholders through Board renewal, the Company agreed to add Colleen Moorehead and Peter Brimm to the slate of directors to be elected at the shareholder meeting with Mario Di Pietro and David MacDonald not standing for re-election.

- On January 17, 2024, the Company announced a bought deal offering of Common Shares (the “**2024 Bought Deal**”). The 2024 Bought Deal closed on February 6, 2024. Pursuant to the 2024 Bought Deal, the Company issued a total of 11,960,000 Common Shares at a price of \$12.10 per Common Share for gross proceeds to the Company of approximately \$145 million. The Company undertook the 2024 Bought Deal primarily to reduce its outstanding debt to a level that would allow it to pursue a total debt refinancing, which successfully occurred pursuant to the Refinancing Transactions (as defined below) in April 2024. On February 8, 2024, the Company paid down the entirety of the outstanding balance of its Revolving Facility using a portion of the net proceeds from the 2024 Bought Deal.
- On March 15, 2024, the Company announced that the Chair of the Company’s board of directors, Brian Derksen, would not seek re-election at the Company’s next annual meeting of shareholders and that Colleen Moorehead, a current member of the Company’s Board of Directors, would assume the role of Chair following the Company’s quarterly Board meeting scheduled for May 2024. On this same date, the Company also announced that it had recently received a letter requisitioning a meeting of the Company’s shareholders from Engine Capital LP.
- On March 29, 2024, the Company announced that, in response to a shareholder requisition, it had set August 20, 2024 as the date for a special meeting of the Company’s shareholders (the “**Special Meeting**”).
- On April 11, 2024, the Company announced the closing of certain refinancing transactions, which consisted of: (i) approximately \$760 million (USD \$555 million) aggregate principal amount of 8.625% senior secured notes due 2029 (the “**Senior Secured 2029 Notes**”) issued pursuant to an indenture (the “**2029 Notes Indenture**”); (ii) approximately \$479 million (USD \$350 million) aggregate principal amount senior secured term loan B facility (the “**Term Loan B**”); and (iii) \$105 million revolving credit facility (the “**New Revolving Facility**” and, collectively with the Term Loan B, the “**FY2024 Credit Facility**”; the FY2024 Credit Facility, together with the Senior Secured 2029 Notes, the “**Refinancing Transactions**”). The Company placed \$185 million of the proceeds from the Refinancing Transactions in an escrow account, and this amount will be held until the earlier of (a) the repurchase by the Company of all of the outstanding 2026 Debentures, or (b) the maturity date of the 2026 Debentures. In connection with the Refinancing Transactions, the Company repaid all amounts outstanding under the Ares Credit Facility. The Company expects that the Refinancing Transactions will generate approximately \$20 million in annualized net interest cost savings. The Company has entered into cross-currency swaps to mitigate exposure to currency and floating interest rate exposure in accordance with its risk management objectives.
- On June 19, 2024, OneMove provided the Company with notice pursuant to the Investor Rights Agreement, and on June 20, 2024, OneMove provided the Company with notice pursuant to section 99 of the OBCA, regarding: (a) OneMove’s nomination of Eric Shahinian as its nominee for election at the Special Meeting and (b) a proposal to remove Edward Prittie as a director of the Company at the Special Meeting (“**OneMove’s Proposal**”). On June 30, 2024, the Company provided OneMove with notice that it rejected OneMove’s Proposal to remove Mr. Prittie as a director on the grounds that OneMove’s Proposal sought to redress a personal grievance against Mr. Prittie, failed to comply with ss. 99(5)(b) and (b.1) of the OBCA, and contravened the understanding and agreement between OneMove and the Company. On July 8, 2024, OneMove commenced an application in the Ontario Superior Court (Commercial List) (the “**Court**”) against the Company in respect of OneMove’s Proposal to remove Mr. Prittie from the Board. On July 12, 2024, the Company commenced an application in the Court against OneMove and Tyler Proud in respect of, among other things, OneMove’s Proposal to remove Mr. Prittie from the Board.
- On July 19, 2024, the Company announced that the Special Meeting had been postponed as a result of an endorsement of the Court, which resulted from the litigation filed by OneMove and the Company’s responding litigation. A hearing was held with respect to the litigation between OneMove and the Company before Justice Penny of the Court on August 28, 2024.
- On September 17, 2024, the Court released a decision in the aforementioned litigation with OneMove, wherein Justice Penny held, among other things, that OneMove’s proposal cannot be used for the purposes of removing Mr. Prittie from the Board. The Court accordingly denied OneMove’s



application. While Justice Penny did not specifically at the time make a declaratory order or grant an injunction regarding the constraints under the Investor Rights Agreement that may exist on OneMove's ability to vote against or oppose Planthro's nominees to the Board or to the role of Chair, he expressly stated that it would seem to be a breach of the Investor Rights Agreement for OneMove to vote its shares against the CEO or Planthro's nominee or against Planthro's nominee becoming Chair. Justice Penny also held that the Company's application against OneMove for damages for breach of contract, and any further issues arising out of the Company's application against OneMove that were not argued at the hearing, should be addressed at a future case conference before the Court if they are to be pursued.

## DESCRIPTION OF THE BUSINESS

### Overview

Dye & Durham Limited provides premier practice management solutions, empowering legal professionals every day to effortlessly run their practice. The Company also seamlessly delivers vital data insights to legal professionals to support risk management decision-making for corporate and property transactions, and enables essential payments infrastructure trusted by government and financial institutions.

Dye & Durham is one of the world's largest providers of cloud-based legal practice management software ("LPMS"), designed to make managing a law firm, organizing cases, and collaborating with clients easy. The Company also provides mission-critical systems that help its clients manage risk through access to proprietary sources of non-discretionary data needed for transactions. Additionally, the Company operates an infrastructure-like financial technology business that serves financial institutions across Canada and Australia, providing critical technology and products which support essential front-end (i.e., customer-facing) and back-end functions, including payments, information services, property settlements, and core banking infrastructure.

Dye & Durham primarily sells and markets software to small and medium sized law firms globally. In the regions where the Company operates, law firms and legal professionals are often involved in the process of selling and purchasing real property. Therefore, one of the most common matters the Company's customers handle is advising clients on the purchase and sale of real property. Other common matters the Company's customers handle include wills, estates, litigation, family law, mergers and acquisitions, restructurings, and corporate due diligence.

Dye & Durham is strategically positioned at the forefront of the global legal technology sector, targeting a rapidly evolving market that is expected to double by 2030. Its mission-critical software solutions enable legal practices to seamlessly modernize and digitize their operations through streamlined workflows delivered via central dashboards with single sign-on and software interoperability. By addressing the increasing need for integrated practice management and non-discretionary data applications, Dye & Durham provides firms with the tools needed to conduct due diligence and regulatory filings more efficiently. The Company's value creation strategy is to focus on providing the interoperability law firms need across these critical functions.

Dye & Durham's go-to-market strategy falls into two key areas: first, securing minimum spend contracts with the Company's top couple of thousand clients; and second, transitioning its large base of tens of thousands of customers toward a subscription-based revenue model to drive predictable, recurring ARR growth.

To capitalize on this market opportunity, Dye & Durham has consolidated a wide range of solutions into a unified, global platform under a common brand. This platform sits at the intersection of practice management, data insights, and due diligence applications globally, providing legal professionals with easy access to multiple tools through a single interface. This integrated approach enhances efficiency and reduces complexity, positioning the Company to capture market share and deliver sustainable growth. Dye & Durham's business is structured into two core product lines:

- **Legal Software Business**, which is made up of:
  - **Legal Practice Management:** The Company's market-leading practice management software lets legal professionals execute transactions with reliability, security and ease. The Company's software

is purpose-built to connect parties in any transaction, and to empower lawyers and their teams to get more done in less time, driving productivity and enabling them to grow and manage their practice.

- **Data Insights & Due Diligence:** The Company connects a global network of professionals with critical information through a mix of public records and proprietary data to create legal due diligence reports that enable users to make informed decisions with confidence. The Company enables the simplified and secure production and management of corporate records, offers real-time access to official public records in a single location, delivers land and property reports as part of conveyancing matters and gives legal professionals the tools they need to create and register new companies, ensuring efficiency and compliance for their clients.
- **Financial Technology Business:** The Company's financial technology business provides infrastructure technology that facilitates bill and tax payments, enables digital mortgage processing, as well as an integrated information search and managed banking services. Its customers include many of the largest financial institutions in Canada and Australia. The Company's technology offers best-in-class digital infrastructure to most major Canadian and Australian lenders, providing critical technology and products which support essential functions like payments, information services, property settlements and core banking infrastructure. The business has trusted, long-term relationships with approximately 100 leading financial institutions globally and represents an opportunity for the Company to generate more cash in the near term.

Dye & Durham believes that by providing leading edge proprietary technology coupled with exceptional client service, it can make what are often time-consuming legal processes, mainly dealt with by support staff in law firms or administrative staff in large financial service institutions, easier to manage and more efficient. This frees up the Company's customers' capacity to focus on higher-value, higher-margin work and the growth of their business.

As of June 30, 2024, the Company had approximately 1,143 employees and more than 60,000 customers around the world, with operations in Canada, the United Kingdom, Ireland and Australia, and more recently, South Africa. The Company's strong and diversified base of blue-chip customers includes some of the world's best known law firms, financial service institutions, and government organizations, as well as sole-practitioner law firms and small businesses.

The Company generates approximately 59% of its revenue in Canada, approximately 25% of its revenue from the United Kingdom and Ireland, approximately 14% of its revenue from Australia, and approximately 2% of its revenue from South Africa.

Since its IPO in July 2020, as of June 30, 2024, Dye & Durham has deployed approximately \$1.9 billion on acquisitions. In addition to growth through acquisitions, a key item in the Company's growth strategy includes pursuing organic growth driven by, among other things, product enhancements, including the Unity platform. Pursuing organic growth serves to create broader client relationships and concurrently broadens the Company's customer base. Organic revenue increased by 8% for the three months ended June 30, 2024, compared to the equivalent period in the prior fiscal year, primarily driven by the Company's financial technology and due diligence businesses. Organic revenue increased by 3% in Fiscal 2024.

## **Industry**

### *Overview*

The Company's main addressable market is the rapidly growing global legal industry, which is currently undergoing a digital transformation. In recent years, law firms have increasingly moved away from legacy and paper-based processes to digital and cloud-based solutions. Legal technology providers offer industry-specific digital solutions that improve the productivity and efficiency of law firms, and legal and compliance departments. These providers have enabled law firms to use digital automation to complete what were previously manual tasks, such as public records searches and registrations. Dye & Durham serves three core industry segments: Legal Practice Management; Data

Insights & Due Diligence; and Financial Technology.

### ***Legal Practice Management***

Dye & Durham is a global leader in the LPMS market, enabling customers to reliably, securely and easily execute transactions. While digitization has accelerated, for many law firms, all manner of client case files and transactions still involve a significant amount of paper-based processes and manual data and information entry, which drags on productivity and growth. The digital transformation of the legal industry continues to represent a significant opportunity for business technology companies like Dye & Durham.

Dye & Durham pursues a global strategy to acquire and build a transformational platform for legal practice and case management, with integrated due diligence and complete with a unified client back office, billing and administration. Unity, Dye & Durham's flagship software product for legal professionals, utilizes the value of its acquired data and due diligence assets, software services and customers through a single, purpose-built solution, tailored to each jurisdictional market. Unity connects parties in a transaction, empowering lawyers and their teams to get more done in less time, driving productivity and enabling them to grow and more effectively manage their practice. The key capabilities of the Company's LPMS include (i) matter management, (ii) legal matter specific workflow, (iii) client relationship management, (iv) trust and firm accounting, (v) document management, and (vi) client intake.

### ***Data Insights & Due Diligence***

The Company's Data Insights & Due Diligence business provides due diligence searches, which are an essential component of most mergers and acquisitions, financing and restructuring transactions as well as the process of transferring ownership in real property, mortgaging real property, and registering claims and liens against real property. In the course of a due diligence undertaking, law firms and lenders often order a series of public records searches in an effort to verify third-party information and reduce transaction risk. While the type and volume of searches varies depending on the characteristics of each transaction, the majority of these searches are of public records maintained by provincial and state or federal and central government agencies, or other similar centralized record-keeping systems.

In commercial transactions, due diligence searches help the involved parties verify the operational status of a corporation, produce historic and current information on a corporation existing in that jurisdiction, provide information on outstanding registered liens on personal property, as well as information on bankruptcies and insolvencies, and historic litigation. Typically ordered by administrative staff in law firms or financial service institutions administration staff, the information produced from due diligence searches provides transacting parties with valuable counter-party information that is maintained by and produced from trusted third-party sources.

In Canada, Australia, the United Kingdom and Ireland, legal due diligence searches are often performed in connection with the purchase or financing of real estate to check or verify material information about a property. Although the scope and process of real estate due diligence changes from jurisdiction to jurisdiction, one commonality in all Canadian jurisdictions, Australia, the UK and Ireland is the title search component. A title search is often the first due diligence search undertaken in connection with a real estate purchase or financing. Title searches ensure that the seller has the legal right to sell the property, and that there are no other encumbrances on the property (such as liens or mortgages), or property line issues that could impact title to the acquired property. Based on what is on the title search administrative staff in law firms (most often) will order undertake additional due diligence that includes (varying by jurisdiction), searches for financial charges which are registered against the property, planning matters, environmental and flood, drainage and water, local taxes, condominium and strata information, planning and road certificates and many others.

### ***Financial Technology***

Dye & Durham provides best in class digital infrastructure to most major Canadian and Australian banks and lenders across lending technology payments and managed banking services. The Company has established reliable long-term relationships with approximately 100 leading financial institutions globally by assisting with the digitization of critical payment, core banking applications, and property settlement infrastructure.

Specifically, the Company provides critical technology and products which support essential front-end (i.e., customer facing) and back-end uses, including payments, information services and property information settlements, and core banking infrastructure.

## **Competition**

### ***Legal Practice Management***

The Company's principal Legal Practice Management competitors in the small and medium size law segment are LEAP Legal Software, Clio, Actionstep, The Access Group, and Advanced Legal, LawyerDoneDeal Corp, PracticeEvolve, and Osprey.

### ***Data Insights & Due Diligence***

In Canada, the Company's principal competitors in its Data Insights & Due Diligence industry vertical primarily exist in the commercial law segment, which the Company also refers to as business law. Data Insights & Due Diligence in the real estate segment co-exists within the Real Estate and Practice Management industry vertical. In Canada, the Company's principal competitors within this industry vertical are ESC Corporate Services Ltd. (a subsidiary of Information Services Corporation) and local independent registry agents.

In the United Kingdom and Wales, the Company's major competitors in its Data Insights & Due Diligence industry vertical (namely within the public records search subset of the industry) are SearchFlow Limited, InfoTrack Ltd., as well as many regional search providers who have extensive local knowledge.

In Australia, the Company's major competitors in its Data Insights & Due Diligence industry vertical are InfoTrack Ltd., Equifax, and Illion.

## **Intellectual Property**

Dye & Durham protects its proprietary rights through a combination of copyright, trademark and trade secret laws as well as contractual provisions. The source code for its software is generally protected under Canadian and U.S. copyright laws.

Dye & Durham also seeks to avoid disclosure of its intellectual property and proprietary information through its general practice of requiring employees and consultants to execute non-disclosure and assignment of intellectual property agreements. Such agreements require employees and consultants to assign to the Company all intellectual property developed in the course of their employment or engagement, as applicable, and to keep information relating to the Company confidential.

The Company also uses non-disclosure agreements to govern interaction with business partners and prospective business partners and other relationships where disclosure of proprietary information may be necessary.

## **Sales and Marketing**

The Company's sales, marketing and client management functions are designed to support a cloud-based, transaction-based and contracted-revenue business model.

These functions are focused on the development of new business from new legal and financial services clients who do not use the Company's product offerings, and existing clients who are identified as having additional incremental revenue potential for cross-selling opportunities. The sales process is consultative and focused on showcasing how the Company's software delivers value, solves customer problems and enables users to drive greater efficiency and growth. Customers receive in-person or online presentations demonstrating the benefits of the Company's products relative to alternatives. The sales approach begins with awareness and trial and progresses to regular utilization by a core client. The sales cycle varies in length and complexity and is often based on its clients' size, specialties and whether the particular client is a new or existing client. Products are sold either on a pay-as-you go basis or on

multiyear contracts, driving the Company's ARR over time. ARR is composed of either revenue based on a per user model or a minimum spend model.

The Company also regularly leverages content, public relations, digital marketing strategies and event and media sponsorships around the world to drive awareness of its products and brand.

Dye & Durham utilizes a client management process (managed by a team referred to as the "Client Success Team") that begins once the client agrees to adopt the software. The Client Success Team becomes the main point of client contact and focuses on the implementation and consistent use of the Company's products. The team provides ongoing training and support, and monitors the Company's customer base to identify clients that have notable variances in usage. The Client Success Team is responsible for strategies to reduce lapsed accounts and develop win-back strategies for clients who have reduced transaction volume.

## **Employees**

As at June 30, 2024, the Company had approximately 1,143 full-time employees, 340 of which are located in Canada, 441 of which are located in the United Kingdom, 52 are located in Ireland, 205 of which are located in Australia, and 105 of which are located in South Africa, all of which are non-unionized.

## **Facilities**

Dye & Durham's headquarters are in Toronto, Ontario. The Company also has principal offices in Vancouver, British Columbia in Canada; Barnsley and London in the United Kingdom; Dublin in Ireland; Sydney and Brisbane in Australia; and Johannesburg and Cape Town in South Africa with additional regional offices in the jurisdictions within which it operates. The Company believes that its current facilities are adequate to meet its ongoing needs for the near and mid-term and that, if it requires additional space, it will be able to obtain additional facilities on commercially reasonable terms.

## **Regulatory Environment**

Dye & Durham and its subsidiaries operate within a complex global regulatory framework that includes substantial government oversight, restriction and control. The applicable regulatory framework includes national security, foreign investment, and financial services regulation, among other areas, which includes the U.K.'s National Security & Investment Act 2021 ("NSIA").

The Company provides payment processing and related services in certain jurisdictions in which it operates and is subject to various financial services-related regulations and oversight, including anti-money laundering and counter-terrorist financing regulations. In Canada, the Retail Payments Activities Act ("RPAA") is coming into force in November 2024, which applies to entities performing retail payment functions, and, among other things, requires that such entities register with the Bank of Canada. The Company will have to comply with the RPAA and will be required to register with the Bank of Canada.

The Company's subsidiary in the U.K. is subject to regulatory regimes in addition to the NSIA, including, among others, (i) His Majesty's Revenue and Customs, which regulates the Company's formations business as a trust and company service provider for anti-money laundering, and (ii) the FCA, which regulates the Company's activities as appointed representatives of an authorized firm or as a payment services directive agent of a registered payment institution. The Company's subsidiary in the U.K. that provides certain account information services and payment initiation services to its U.K. customers is registered as an agent of an EMF that is authorized with the FCA under the Payment Services Regulations 2017. In such capacity, the Company's U.K. subsidiary is authorized to act as an agent of the EMF in carrying out account information services and payment initiation services that are regulated by the FCA under the EMF's license with the FCA.

Dye & Durham is also subject to applicable Canadian and foreign privacy laws regarding the collection, use, disclosure and protection of client and employee data. Among other things, Canada's federal *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and its provincial counterparts, govern the collection, use and disclosure

of personal information in the course of commercial activities by private sector organizations in Canada. In addition, personal information protection legislation regulates the Company's handling of employee personal information. PIPEDA and its provincial counterparts impose various obligations on the Company and restrict the Company's use of personal information to the purposes for which it was originally collected or for other specific purposes specified in the applicable legislation.

Dye & Durham, through its UK and Irish operations, is subject to the European Union General Data Protection Regulations ("GDPR") enshrined in the United Kingdom Data Protection Act 2018. These laws protect all use of data by "controllers" and "processors" by placing specific legal obligations on the use of personal data whether external or internal.

Dye & Durham, through its Australian operations, is subject to the Privacy Act 1988 (Cth) and the Australian Privacy Principles. These laws regulate the Company's handling of personal information and restrict the Company's use of personal information to the purposes for which it was originally collected or for other specific purposes specified in the applicable legislation.

Dye & Durham, through its South African operations, is subject to the Protection of Personal Information Act 4 of 2013. These laws regulate the processing of personal information that is entered into a record pertaining to natural living persons as well as existing legal persons.

## **BORROWING AND CREDIT FACILITIES**

### **Credit Facilities**

On December 3, 2021, the Company terminated and fully repaid all outstanding balances under its then-outstanding credit facility and replaced it with the Ares Credit Facility. Pursuant to the terms of the Ares Credit Facility, the lenders under the Ares Credit Facility provided an aggregate committed amount of \$1,795 million for the use of the Company, comprising of the Initial Term Loan, DDTL Facility, and Revolving Facility.

On April 11, 2024, the Company closed on its Refinancing Transactions, which consisted of: (i) the Senior Secured 2029 Notes; (ii) the Term Loan B facility; and (iii) the New Revolving Facility. On closing of the FY2024 Credit Facility, the Company received total gross proceeds of 1,230.7 million from the Senior Secured 2029 Notes and Term Loan B, and incurred financing fees of \$39.4 million. The Company placed \$185 million of the proceeds from the Refinancing Transactions in an escrow account, and this amount will be held until the earlier of (a) the repurchase by the Company of all of the outstanding 2026 Debentures, or (b) the maturity date of the 2026 Debentures. In connection with the Refinancing Transactions, the Company repaid all amounts outstanding under the Ares Credit Facility. The Company expects that the Refinancing Transactions will generate approximately \$20 million in annualized net interest cost savings. The Company has entered into cross-currency swaps to mitigate exposure to currency and floating interest rate exposure in accordance with its risk management objectives.

The Senior Secured 2029 Notes bear an interest rate of 8.625% per year, payable semi-annually. The Term Loan B facility bears a floating interest rate equal to the Secured Overnight Financing Rate subject to a 1.00% floor plus an applicable margin of 4.25% plus a specified credit spread adjustment. The applicable margin will be reduced by 25 basis points upon achievement of a specified first lien net leverage ratio. Principal repayments of \$1.2 million [USD \$0.9 million] are due on a quarterly basis on the Term Loan B beginning from December 31, 2024. The Senior Secured 2029 Notes have a maturity date of April 15, 2029, the New Revolving Facility has a maturity date of April 11, 2029, and the Term Loan B has a maturity date of April 11, 2031. As at June 30, 2024, \$nil amount was drawn under the New Revolving Facility. The maturities of the Term Loan B facility and the New Revolving Facility are subject, in each case, to a springing maturity of 91 days prior to the maturity date of the Senior Secured 2029 Notes, if the Senior Secured 2029 Notes have not been repaid in full, extended, refinanced or replaced on or prior to such date. The Senior Secured 2029 Notes are guaranteed on a senior secured basis by Dye & Durham and by all wholly owned subsidiaries of Dye & Durham that guarantee the Company's FY2024 Credit Facility.

As noted above, the Company used the net proceeds of the offering of the Senior Secured 2029 Notes, together with the proceeds of the initial borrowings under the FY2024 Credit Facility and cash on hand, to refinance and repay all

amounts owing under the Ares Credit Facility. The remaining proceeds from the FY2024 Credit Facility will be used to finance working capital needs and for general corporate purposes. The Refinancing Transactions addressed the risk that the maturity of the Ares Credit Facility would have accelerated in the event that any of the Company's 2026 Debentures remained outstanding as of September 30, 2025.

The FY2024 Credit Facility is secured by a first ranking security over certain present and after-acquired property of the Company and certain of its subsidiaries. The FY2024 Credit Facility contains customary mandatory prepayments, representations and warranties, positive and negative covenants and events of default, in addition to other customary provisions for credit agreements negotiated in the context of comparable transactions. As at June 30, 2024, the Company was in compliance with its covenants.

## Debentures

As at the date of this AIF, the Company has both 2026 Debentures and 2028 Debentures outstanding. Each of the 2026 Debentures and 2028 Debentures were issued under and are governed by the Debenture Indenture. The following summary of the terms of the 2026 Debentures and 2028 Debentures, as applicable, is subject to the detailed provisions of the Debenture Indenture and is qualified in its entirety by reference to the Debenture Indenture. The Debenture Indenture is available under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

The following table sets forth: (i) the dates upon which each of the 2026 Debentures and 2028 Debentures are due (the "**2026 Debenture Maturity Date**" and "**2028 Debenture Maturity Date**", as applicable, and, together, the "**Debenture Maturity Dates**"); (ii) the semi-annual dates in each year upon which interest is payable; (iii) the conversion rights (which are subject to certain exceptions); and (iv) the dates upon which each of the 2026 Debentures and 2028 Debentures may be redeemed (the "**2026 Debenture Redemption Date**" and "**2028 Debenture Redemption Date**", as applicable, and, together, the "**Debenture Redemption Dates**").

	<b>Debenture Maturity Dates</b>	<b>Interest Payment Dates<sup>(1)</sup></b>	<b>Conversion Price per Common Shares</b>	<b>Conversion Rate per \$1,000 Principal Amount</b>	<b>Debenture Redemption Dates</b>
<b>3.75% Convertible Unsecured Debentures due March 1, 2026</b>	March 1, 2026	March 1 and September 1	\$73.2252	13.6565	On and after March 1, 2024
<b>6.50% Convertible Unsecured Debentures due November 1, 2028</b>	November 1, 2028	May 1 and November 1	\$40	25	On and after November 1, 2026

Notes:

(1) If any interest payment date does not fall on a business day, interest will be payable on the immediately following business day.

## Conversion Rights

### 2026 Debentures

Each 2026 Debenture is convertible into Common Shares at the option of the holder at any time prior to the close of business on the earliest of (i) the business day immediately preceding the 2026 Debenture Maturity Date; or (ii) if called for redemption, the business day immediately preceding the date specified by the Company for redemption of the 2026 Debentures, at the conversion prices set forth above, subject to adjustment in certain events in accordance with the Debenture Indenture. Holders converting their 2026 Debentures will receive accrued and unpaid interest

thereon for the period from the last interest payment date to but excluding the date of conversion. Notwithstanding the foregoing, no 2026 Debenture may be converted during the five business days preceding an interest payment date.

#### *2028 Debentures*

Each 2028 Debenture is convertible into Common Shares at the option of the holder at any time prior to the close of business on the earliest of (i) the business day immediately preceding the 2028 Debenture Maturity Date; (ii) if called for redemption, the business day immediately preceding the date specified by the Company for redemption of the 2028 Debentures; or (iii) if called for repurchase pursuant to a Change of Control (as defined in the Debenture Indenture), on the business day immediately preceding the date upon which the Company shall take up and pay for the 2028 Debentures in connection therewith, at the conversion prices set forth above, subject to adjustment in certain events in accordance with the Debenture Indenture. Holders converting their 2028 Debentures will receive accrued and unpaid interest thereon for the period from the last interest payment date to but excluding the date of conversion. Notwithstanding the foregoing, no 2028 Debenture may be converted during the five business days preceding an interest payment date.

#### ***Cash Conversion Option***

##### *2026 Debentures*

Upon conversion of the 2026 Debentures, in lieu of delivering Common Shares, the Company may elect, by written notice delivered to the debenture trustee within one business day of the conversion date, to pay cash to the holders that converted their 2026 Debentures (the “**2026 Debenture Cash Conversion Option**”). If no election is made by the Company, Common Shares will be delivered on exercise of the conversion right as described under “Conversion Rights” above. If the Company elects to use the 2026 Debenture Cash Conversion Option, settlement amounts under the 2026 Debenture Cash Conversion Option will be computed by paying cash to the converting holder of 2026 Debentures in an amount equal to the sum of the Daily Conversion Values (as defined in the Debenture Indenture) for each of the 10 consecutive trading days during the related Observation Period (as defined in the Debenture Indenture).

Pursuant to the 2026 Debenture Cash Conversion Option, the Company will pay cash to the holders that converted their 2026 Debentures as soon as practicable and, in any event, no later than the third business day following the last day of the related Observation Period.

##### *2028 Debentures*

Upon conversion of the 2028 Debentures, in lieu of delivering Common Shares, the Company may elect, by written notice delivered to the debenture trustee within one business day of the conversion date, to pay cash to the holders that converted their 2028 Debentures (the “**2028 Debenture Cash Conversion Option**” and, together with the 2026 Debenture Cash Conversion Option, the “**Cash Conversion Option**”). If no election is made by the Company, Common Shares will be delivered on exercise of the conversion right as described under “Conversion Rights” above. If the Company elects to use the 2028 Debenture Cash Conversion Option, settlement amounts under the 2028 Debenture Cash Conversion Option will be computed by paying cash to the converting holder of 2028 Debentures in an amount equal to the sum of the Daily Conversion Values (as defined in the Debenture Indenture) for each of the 10 consecutive trading days during the related Observation Period (as defined in the Debenture Indenture).

Pursuant to the 2028 Debenture Cash Conversion Option, the Company will pay cash to the holders that converted their 2028 Debentures as soon as practicable and, in any event, no later than the third business day following the last day of the related Observation Period.

Any payments made pursuant to the 2028 Debenture Cash Conversion Option are subject to the subordination provisions contained in the Debenture Indenture as though such payments were payments of principal or interest on the 2028 Debentures. In addition, notwithstanding any election by the Company to use the 2028 Debenture Cash Conversion Option or any election by a holder of 2028 Debentures to convert 2028 Debentures into Common Shares, the 2028 Debenture Cash Conversion Option shall be immediately suspended if any payment pursuant to the 2028 Debenture Cash Conversion Option would violate the subordination provisions of the Debenture Indenture and any



holder who converted their 2028 Debentures shall receive Common Shares in accordance with the procedures outlined under “Conversion Rights” above.

### ***Redemption Rights***

#### *2026 Debentures*

The 2026 Debentures will not be redeemable prior to the 2026 Debenture Redemption Date, except in the event of the satisfaction of certain conditions after a Change of Control (as defined in the Debenture Indenture) has occurred. On and after the 2026 Debenture Redemption Date and prior to the 2026 Debenture Maturity Date, the 2026 Debentures will be redeemable by the Company, in whole or in part, from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption on not more than 60 days’ and not less than 30 days’ prior written notice, provided that the Current Market Price (as defined in the Debenture Indenture) on the date on which notice of redemption is given is not less than 130% of the conversion price.

#### *2028 Debentures*

The 2028 Debentures will not be redeemable prior to the 2028 Debenture Redemption Date, except in the event of the satisfaction of certain conditions after a Change of Control (as defined in the Debenture Indenture) has occurred. On and after the 2028 Debenture Redemption Date and prior to the 2028 Debenture Maturity Date, the 2028 Debentures will be redeemable by the Company, in whole or in part, from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption on not more than 60 days’ and not less than 30 days’ prior written notice, provided that the Current Market Price (as defined in the Debenture Indenture) on the date on which notice of redemption is given is not less than 130% of the conversion price.

In the case of redemption of less than all of the 2028 Debentures, the 2028 Debentures to be redeemed will be selected by the debenture trustee on a pro rata basis or in such other manner as the debenture trustee deems equitable. The Company will have the right to purchase 2028 Debentures in the market, by tender or by private contract, subject to regulatory requirements, provided, however, that if an Event of Default (as described and defined in the Debenture Indenture) has occurred and is continuing, the Company will not have the right to purchase 2028 Debentures by private contract.

## **RISK FACTORS**

The Company’s business is subject to a variety of risks and special considerations. As a result, prospective investors in the Company should carefully consider the risks described below and the other information included in this AIF and any information gathered as a result of the prospective investor’s own independent evaluation of the Company and its business before deciding to invest in the Common Shares. The following summary of “risk factors” does not purport to be exhaustive or to summarize all the risks that may be associated with purchasing or owning Common Shares. Additional risks and uncertainties not presently known to Dye & Durham, or that it believes to be immaterial, may impair the Company’s business. Each potential investor is advised and expected to conduct its own investigation into the Company and to arrive at an independent evaluation of the investment. If any of the following risks actually occur, the Company’s business, financial condition and results of operations could suffer. In that case, the value of the Common Shares could decline, and the investor could lose all or part of its investment.

### **Risks Related to Our Business and Our Industry**

***Failure to successfully implement the Company’s growth strategy could reduce, or reduce the growth of, the Company’s revenue and net income.***

The Company’s growth strategy is focused on (a) pursuing accretive acquisitions and integrating acquired businesses; (b) broadening its customer base; (c) continuing to innovate and extend its platform with new product enhancements, features, and functionality and realizing commensurate pricing changes; and (d) expanding within its existing customer base. The Company may not be able to achieve some or all of these objectives. The successful implementation of these growth strategies could depend on various factors, including:

- levels of real estate, search and registration activity in current and future markets;
- competition from other service providers in current and future markets;
- identification of viable growth opportunities;
- general economic and business conditions;
- ability to hire, train, and retain qualified management personnel;
- inability or delays in integration of certain material businesses; and
- regulatory intervention in the Company's strategies or investments, including competition regulators such as the CMA and the Competition Bureau.

Failure to successfully implement the Company's growth strategy could reduce, or reduce the growth of, the Company's revenue and net income and adversely affect its business, financial condition and results of operations.

***If the Company is unable to successfully develop or acquire and sell enhancements and new services, its revenue growth will be harmed, and the Company's competitive position could be negatively affected.***

The Company's ability to attract new clients and increase revenue from existing clients will depend in large part on its ability to successfully develop, bring to market and sell its existing services and new services that effectively respond to client needs. Any enhancements or new services that the Company develops or acquires may not be introduced to the market in a timely or cost-effective manner and may not achieve the broad market acceptance necessary to generate the revenue required to offset the operating expenses and capital expenditures related to development or acquisition. If the Company is unable to develop or acquire and sell enhancements and new services that keep pace with the industry and client needs in a timely fashion, the Company's revenue will not grow as expected and it may not be able to meet profitability expectations.

The Company incurs expenses and expends resources up front to develop, acquire and market new services and technology enhancements to incorporate additional features, improve functionality or otherwise make the Company's services more desirable to its clients. New services or enhancements to existing services must achieve high levels of market acceptance in order for the Company to recoup its investment in developing and bringing them to market. To the extent that the Company incurs expenditures and expends resources to develop, acquire and market new services and technology enhancements which do not receive market acceptance, the Company may be required to write down the value of such expenditures.

Any new services and changes to the Company's existing services could fail to attain sufficient market acceptance for many reasons, including, without limitation, the following:

- the Company's failure to predict market demand accurately and supply services that meet this demand in a timely fashion;
- clients using the Company's services may not like, find useful or agree with any changes;
- defects, errors or failures in the Company's technology;
- negative publicity about the Company's services;
- delays in releasing to the market new services or enhancements to existing services; and
- the introduction or anticipated introduction of competing services by the Company's competitors.

If the Company's new services or the Company's technology enhancements do not achieve adequate acceptance in the market, its competitive position, revenue and operating results could be harmed. The adverse effect on the Company's financial results may be particularly acute because of the significant development, marketing, sales and other expenses the Company will have incurred in connection with the new services or enhancements.

***The Company depends on its key personnel.***

The Company's future success and its ability to manage future growth depend, in large part, upon the continued services of its executive and senior management and the ability to attract and retain key officers and other highly qualified personnel. Competition for such personnel is intense. There can be no assurance that the Company will continue to be successful in attracting and retaining qualified personnel, and the loss of the services of any of these individuals could have a material adverse effect on its revenue, financial performance and results of operations. The Company does not currently have key-man insurance.

***The Company depends on highly-skilled personnel to operate its business and if the Company is unable to retain its current, or hire additional, personnel, its ability to develop and successfully market its business could be harmed.***

The Company believes its future success will depend in part upon its ability to attract and retain highly skilled managerial, technical, finance, creative and sales and marketing personnel. The Company may be unable to attract and retain suitably qualified individuals who are capable of meeting its growing sales, operational and managerial requirements, or may be required to pay increased compensation in order to do so. If the Company is unable to attract and retain the qualified personnel it needs to succeed, its business will suffer. If the Company grows, the number of people it needs to hire will increase. The Company will also need to increase its hiring if it is not able to maintain its attrition rate through current recruiting and retention policies.

***The Company may not be successfully able to consummate or integrate acquisitions, which may harm the Company's ability to develop and grow its business and operations.***

One of the Company's strategies to grow its business is to continue to pursue accretive acquisitions of complementary businesses, technologies and services. This strategy will depend on the Company's ability to find suitable acquisitions and finance them on acceptable terms. The identification of suitable acquisition candidates can be difficult, time-consuming and costly, and the Company may not be able to complete acquisitions successfully. The Company may require additional debt or equity financing for future acquisitions. Raising additional capital for acquisitions through debt financing would result in increased interest expense and may involve agreements that include covenants limiting or restricting the Company's ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If the Company raises additional capital for acquisitions through equity financing, the ownership interests of existing shareholders will be diluted.

If the Company is unable to acquire suitable acquisition candidates, it may experience slower growth. Further, even if the Company successfully completes acquisitions, it will face challenges in integrating any acquired business. These challenges include eliminating redundant operations, facilities and systems, coordinating management and personnel, retaining key employees, managing different corporate cultures and achieving cost reductions and cross-selling opportunities. Additionally, the acquisition and integration processes may disrupt the Company's business and divert management attention and its resources. If the Company fails to successfully integrate acquired businesses, services, technologies and personnel, it could impair relationships with employees, clients and strategic partners, distract management attention from the Company's core businesses, result in control failures and otherwise disrupt the Company's ongoing business, any of which could have a material adverse effect on its business, financial condition and results of operations. The Company also may not be able to retain key management and other critical employees after an acquisition. In addition, the Company may be required to record future charges for impairment of goodwill and other intangible assets resulting from such acquisitions.

The Company's profitability may be impacted by gains or losses on any sales of businesses or lost operating income or cash flows from such businesses. The Company also may be required to record asset impairment or restructuring charges related to divested businesses, or indemnify buyers for liabilities, which may reduce its profitability and cash flows. The Company may also be unable to negotiate such divestitures on terms acceptable to it. If the Company is unsuccessful in divesting such businesses, it could have a material adverse effect on the Company's business, financial condition and results of operations.

***The Company may need additional capital, which it may not be able to raise on favourable terms, or at all.***

The Company expects that available cash, together with cash from its operations, will be sufficient to meet its future capital requirements. Nevertheless, the Company may require additional capital if it experiences higher-than-anticipated expenses or cost overruns, encounters unanticipated problems or delays, fails to achieve further market adoption of its services or engages in acquisitions or joint ventures. The Company expects to need additional financing in the future to further expand its business strategy through mergers and acquisitions. Additional financing may not be available to the Company on favourable terms when required, or at all. If the Company were to raise additional funds through the issuance of equity, equity-related or debt securities, those securities may have rights, preferences or privileges senior to those of the Common Shares and the Company's shareholders may experience additional dilution. If it cannot raise additional funds, further business development may be delayed, the Company may lose clients and its sales and growth may be limited.

***The Company is subject to inflation risk.***

Global economies are currently experiencing elevated inflation, which could curtail levels of economic activity, including in the Company's primary markets. The general rate of inflation impacts the general economic and business environment, which in turn impacts the Company. Inflationary pressures, including those related to global financial support measures undertaken in response to the COVID-19 pandemic, as well as any economic conditions resulting from governmental attempts to reduce inflation, such as the imposition of higher interest rates, could negatively impact the Company's business, financial condition, and results of operations. There can be no assurance that any governmental action will be taken to control inflationary or deflationary cycles, that any governmental action taken will be effective or whether any governmental action may contribute to economic uncertainty. Governmental action to address inflation or deflation may also affect currency values. Higher interest rates as a result of inflation could negatively impact future borrowing costs or make debt financing less attractive to the Company, which could, in turn, have a material adverse effect on the Company's cash flow and ability to service debt obligations.

***Changes in economic conditions may result in fluctuations in demand for the Company's services and affect its operating results.***

The financial markets have demonstrated that businesses and industries throughout the world are very tightly connected to each other. Financial developments unrelated to the Company or to its industry may materially adversely affect the Company over the course of time. Volatility in the market price of the Company's Common Shares due to unrelated financial developments could hurt the Company's ability to raise capital for the financing of acquisitions or other reasons. A reduction in access to capital, combined with reduced economic activity, may materially adversely affect businesses and industries that collectively constitute a significant portion of the Company's customer base. As a result, these clients may need to reduce their purchases of the Company's products or services, or the Company may experience greater difficulty in receiving payment for the products or services that these clients purchase from it. Any of these events, or any other events caused by turmoil in world financial markets, may have a material adverse effect on the Company's business, financial condition, and results of operation.

A portion of the Company's revenues are generated from fees received in connection with real property, personal property and corporate search and registration activities as well as other services the Company provides to the real estate industry on a per-transaction basis. Uncertainty and negative trends in general economic conditions in Canada historically have created a difficult environment for companies in the real estate industry. As a result, a weak economy or housing market (including the level of real estate activity or the average price of real estate) may have a material adverse effect on the Company's business, financial condition, and results of operations. The volume of real estate transactions and the level of search and registration activity is highly variable and reductions in these transaction volumes could have a direct effect on the Company's revenues.

Many factors, including factors that are beyond the Company's control, may have a detrimental impact on its operating performance. These factors include, but are not limited to, general economic conditions, unemployment levels, interest rates, mortgage originations, business conditions including changes in the financial markets, a limited supply of mortgage funding, a decline in levels of home ownership and a reduction in the number of mortgage loans outstanding, energy costs as well as events such as natural disasters, unforeseen public health crises (such as the COVID-19 pandemic), acts of war, terrorism and catastrophes. For example, the outbreak of COVID-19 in early 2020, particularly

in the UK and Canada where the Company's offices are located, may have a long-term adverse effect on the Company's employees and customers. While the Company's employees may have the ability to work remotely, the extent to which COVID-19 may impact the Company's long-term business and results of operations remains uncertain.

There can be no assurance that economic conditions will remain favourable for the Company's business or that demand for its services by its clients will remain at current levels. Reduced demand for its services would negatively impact the Company's growth and revenue and may inhibit its access to capital and negatively impact its profitability. Changes in economic, market and other conditions could also adversely affect the Company's ability to implement its strategy to look for opportunities to grow revenue in other jurisdictions, which could have an adverse effect on its business, financial condition, and results of operations.

***A downturn or consolidation in the economy, or in the real estate market, may decrease client demand for the Company's services.***

The real estate market may be adversely impacted by many different factors, including lower than expected job growth or job losses resulting in reduced real estate demand; rising interest rates and slowing transaction volumes that negatively impact investment returns; excessive speculative new construction in localized markets resulting in increased vacancy rates and diminished rent growth; and unanticipated disasters and other adverse events such as slowing of the growth in the working age population resulting in reduced demand for all types of real estate. A downturn in the real estate market may affect the Company's ability to generate revenues, which could cause its revenues or its revenue growth rate to decline and reduce its profitability. A depressed real estate market has a negative impact on the Company's core customer base, which could decrease demand for the Company's services.

***Growth may place significant demands on the Company's management and infrastructure.***

The Company's growth has placed and may continue to place significant demands on its management and its operational and financial infrastructure. The expansion of the Company's infrastructure will require it to commit financial, operational and technical resources in advance of an increase in the volume of business, with no assurance that the volume of business will increase. Continued growth could also strain the Company's ability to maintain reliable service levels for its clients, develop and improve its operational, financial and management controls, enhance its reporting systems and procedures and recruit, train and retain highly-skilled personnel. Managing the Company's growth will require expenditures and allocation of valuable management resources. Failure to effectively manage growth could result in difficulty or delays in serving clients, declines in quality or client satisfaction, increases in costs, difficulties in introducing new features or other operational difficulties, and any of these difficulties could adversely impact the Company's business performance and results of operations.

***The Company operates in a competitive business environment and, if the Company is unable to compete effectively, it could have a material adverse effect on the Company's business, financial condition and results of operations.***

The markets for the Company's services are competitive and competitors vary in size and in the scope and breadth of the services they offer. Some of the Company's competitors may have substantial resources and have been in business longer. In addition, the Company expects that the markets in which it competes will continue to attract new competitors and new technologies. There can be no assurance that the Company will be able to compete successfully against current or future competitors or that the competitive pressures the Company faces in the markets in which it operates will not have a material adverse effect on its business, financial condition and results of operations.

***System interruptions that impair access to the Company's technology could damage the Company's reputation and brand and substantially harm its business.***

The satisfactory performance, reliability and availability of the Company's technology, its website and network infrastructure (collectively, the "**Technology Infrastructure**") are critical to the Company's reputation and its ability to attract and retain clients.

Any system interruption that results in the unavailability of the Company's Technology Infrastructure or impairs access could result in interruption of business operations, loss of clients, diversion of technical and other resources,

negative publicity, loss of data, damage to the Company's reputation and brand and cause its business and operating results to suffer. Any one or more of the foregoing occurrences could have a material adverse effect on the Company's business, financial condition and results of operations.

The Company may experience temporary system interruptions for a variety of reasons, including network failures, power failures, software errors, an overwhelming number of users trying to access its network during periods of strong demand, unauthorized access, computer viruses, human error, natural disasters or acts of sabotage or terrorism. In addition, the Company's primary datacenters are hosted by third party service providers over which the Company has limited control.

The Company depends on third party service providers to provide continuous and uninterrupted access to the elements of the Technology Infrastructure. The Company has limited control over their performance, which may make the Company's operations vulnerable to their performance failures. In addition, if for any reason the Company's relationship with any such third party were suspended or terminated, the Company may not be able to access the files and if accessed, it would require a significant amount of time to transition the hosting of the Company's datacenters to a new third-party service provider. Because the Company is dependent on third parties for the implementation and maintenance of certain aspects of its systems and because some of the causes of system interruptions may be outside of its control, the Company may not be able to remedy such interruptions in a timely manner, if at all. As the Company relies on its servers, computer and communications systems and the Internet to conduct its business, any system disruptions could negatively impact its ability to run its business and either directly or indirectly disrupt its clients' businesses, which could have an adverse effect on the Company's business.

***Material defects or errors in the Company's Technology Infrastructure could harm the Company's reputation, result in significant costs to the Company and impair its ability to sell its services.***

Software developed for the Company's technology can contain errors, defects, security vulnerabilities or software bugs that are difficult to detect and correct, particularly when first introduced. Despite internal testing, the Company's technology may contain serious errors or defects that cause performance problems or service interruptions, security vulnerabilities or software bugs that the Company may be unable to successfully correct in a timely manner, or at all, which could result in:

- unexpected credits or refunds to the Company's clients, loss of clients and other potential liabilities;
- delays in client payments, increasing the Company's collection reserve and collection cycle;
- diversion of development resources and associated costs;
- harm to the Company's reputation and brand; and
- unanticipated litigation costs.

***Failure to adapt to technological changes may render the Company's technology obsolete or decrease the attractiveness of its services to its clients.***

If new industry standards and practices emerge, or if competitors introduce new services or technologies, the Company's technology may become obsolete. The Company's future success will depend on its ability to, amongst other things:

- enhance its existing services;
- develop new services and technologies that address the needs of its existing and prospective clients; and
- respond to changes in industry standards and practices on a cost-effective and timely basis.

The Company must continue to enhance the features and functionality of its technology. These initiatives carry the risks associated with any new service development effort, including cost overruns, delays in delivery and performance issues. The effective performance, reliability and availability of the Company's Technology Infrastructure are critical to its reputation and its ability to attract and retain clients. There can be no assurance that the Company will be

successful in developing, marketing, and selling new services and services that meet changing client demands, and that the Company will not experience difficulties in achieving market acceptance.

As a result, the Company is subject to the risks inherent in the development and integration of new technologies, including defects or undetected errors in technology services, difficulties in installing or integrating Company technology on platforms used by clients, or other unanticipated performance, stability and compatibility problems. Any of these problems could result in material delays in the introduction or acceptance of the Company's services, increased costs, decreased client satisfaction, breach of contract claims, harm to industry reputation and reduced or delayed revenues. In addition, new services or technologies could be developed which make the Company's technology obsolete. If the Company is unable to deliver new services or upgrades or other enhancements to its existing services on a timely and cost-effective basis, or develop new products and services to replace its existing offerings, it could have a material adverse effect on the Company's business, financial condition and results of operations.

***Competition could render the Company's services uncompetitive.***

The markets for the Company's services in general is competitive. Competition in these markets may increase further if economic conditions or other circumstances cause customer bases and client spending to decrease and service providers to compete for fewer client resources. The Company's existing competitors, or future competitors, may have greater name recognition, larger customer bases, better technology or data, lower prices, easier access to data, greater user traffic or greater financial, technical or marketing resources than the Company has. The Company's competitors may be able to undertake more effective marketing campaigns, obtain more data, adopt more aggressive pricing policies, make more attractive offers to potential employees, clients and advertisers, or may be able to respond more quickly to new or emerging technologies or changes in user requirements. If the Company is unable to retain clients or obtain new clients, its revenues could decline. Increased competition could result in lower revenues and higher expenses, which would reduce the Company's profitability.

***Privacy and data protection laws and regulations in Canada and other jurisdictions may impose additional liabilities on the Company.***

The Company is subject to applicable Canadian privacy laws regarding privacy and the collection, storing, sharing, use, handling, maintenance, disposal, transmittal, disclosure and protection of personal data. Specifically, personal data is increasingly subject to legislation and regulations to protect the privacy of personal information that is collected, processed and transmitted. Any violations of these laws and regulations may require the Company to change its business practices or operational structure, address legal claims and sustain monetary penalties and/or other harms to its business. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties and private litigation.

The Company is also subject to, and affected by, foreign laws and regulations, including regulatory guidance, governing the collection, use, disclosure, security, transfer, and storage of personal data, such as information that it collects about customers in connection with its operations abroad. For example, through the Company's operations in the United Kingdom and Ireland, it is subject to the GDPR. The GDPR increases the Company's compliance burden with respect to data protection, including by mandating potentially burdensome documentation requirements and granting certain rights to individuals to control how the Company uses, discloses and retains information about them. In addition, the GDPR provides for breach reporting requirements, more robust regulatory enforcement and fines of up to the greater of 20 million euros or 4% of annual global revenue. The GDPR increases the Company's responsibility and liability in relation to personal data that it processes, and the Company may be required to put in place additional mechanisms to ensure compliance with the GDPR, which could divert management's attention and increase its cost of doing business. In addition, the Company is subject to the Privacy Act 1988 and the Australian Privacy Principles through its operations in Australia and the Protection of Personal Information Act 4 of 2013 through its operations in South Africa, which similarly regulate and restrict the use of personal information.

The global legislative and regulatory landscape for privacy and data protection continues to evolve, and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. This evolution may create uncertainty in the Company's business, result in liability, or impose additional costs on the Company. The cost of compliance with these laws, regulations and standards is high and is likely to increase in the

future. Seeking to comply with evolving data protection requirements has caused the Company to expend significant resources and such expenditures are likely to continue into the near future as the Company responds to new interpretations, additional guidance, and potential enforcement actions and patterns.

***The legislative, judicial and regulatory landscapes relating to AI are evolving and may impact the Company's ability to use AI, and could limit the Company's ability to operate and expand its business, cause revenue to decline and adversely affect its business. The actual or perceived failure to comply with regulatory requirements and laws relating to AI could result in significant liability or reputational harm.***

Uncertainty in the legal regulatory regime relating to artificial intelligence (“AI”) may require significant resources to modify and maintain business practices to comply with applicable laws, the nature of which cannot be determined at this time. Several jurisdictions have already proposed or enacted laws governing AI, including the European Union’s AI Act, which has significant implications for all stakeholders involved in the development and use of AI systems. Other jurisdictions may decide to adopt similar or more restrictive legislation that may render the use of such technologies challenging. Additionally, certain privacy laws extend rights to individuals (such as the right to delete certain personal data) and regulate automated decision making, which may be incompatible with AI tools which the Company plans to bring to market, or the Company’s use of AI. These obligations may lead to regulatory fines or penalties or prevent or limit the Company’s use of AI. If the Company cannot use AI, or that use is restricted, its business may be less efficient, or it may be at a competitive disadvantage.

***The Company may be subject to various financial services-related regulations and oversight due to the services it provides as part of its financial technology business and its failure to comply with such regulations could materially harm its business.***

The Company provides payment processing and related services in certain jurisdictions in which it operates and are subject to various financial services-related regulations and oversight, including related anti-money laundering and counter-terrorist financing (“AML”) regulations. For example, the RPAA is coming into force in November 2024, which applies to entities performing retail payment functions, as provided for in the RPAA, and, among other things, requires that such entities register with the Bank of Canada. The Company will have to comply with the RPAA and will be required to register with the Bank of Canada.

Moreover, the Company’s subsidiary in the U.K. that provides certain account information services and payment initiation services to its U.K. customers is registered as an agent of an electronic money firm (“EMF”) that is authorized with the FCA under the Payment Services Regulations 2017. In such capacity, the Company’s U.K. subsidiary is authorized to act as an agent of the EMF in carrying out account information services and payment initiation services that are regulated by the FCA under the EMF’s license with the FCA. To the extent the U.K. subsidiary carries out regulated payment services in its own capacity and not as an agent of an EMF registered with the FCA, if the Company’s U.K. subsidiary’s agency agreement with such EMF is revoked or otherwise terminated, or if the U.K. subsidiary holds itself out as able to carry out regulated payment services in its own right, these actions would constitute an offense and could materially harm the Company’s business.

Evaluation of what the Company’s compliance efforts will be, as well as questions as to whether and to what extent its products and services are considered money transmission or payment services, are matters of regulatory interpretation and could change over time. The Company has been in the past and may in the future be subject to fines and other penalties by regulatory authorities for violations of provincial and federal money transmission laws or regulations applicable to such businesses. In the future, as a result of the regulations applicable to the Company’s business, it could be subject to investigations and resulting liability, including governmental fines, restrictions on its business, or other sanctions, and the Company could be forced to cease conducting certain aspects of its business with residents of certain jurisdictions, be forced to change its business practices in certain jurisdictions, or be required to obtain additional registrations, licenses or regulatory approvals. There can be no assurance that the Company will be able to obtain or maintain any such licenses, and, even if it were able to do so, there could be substantial costs and potential product changes involved in maintaining such licenses, which could have a material and adverse effect on the Company’s business. In addition, there are substantial costs and potential product changes involved in maintaining and renewing such licenses, certifications, and approvals, and the Company could be subject to fines or other enforcement actions if it is found to violate disclosure, reporting, anti-money laundering, capitalization, corporate governance, or other requirements of such licenses. These factors could impose substantial additional costs, involve



considerable delay to the development or provision of the Company's products or services, require significant and costly operational changes, or prevent the Company from providing its products or services in any given market.

Government agencies may also impose new or additional rules on money transmission, including regulations that:

- i. prohibit, restrict, and/or impose taxes or fees on money transmission transactions in, to, or from certain countries or with certain governments, individuals, and entities;
- ii. impose additional customer and spending business identification and customer or spending business due diligence requirements;
- iii. impose additional reporting or recordkeeping requirements, or require enhanced transaction monitoring;
- iv. limit the types of entities capable of providing money transmission services, or impose additional licensing or registration requirements;
- v. impose minimum capital or other financial requirements;
- vi. limit or restrict the revenue that may be generated from money transmission, including revenue from interest earned on customer funds, transaction fees, and revenue derived from foreign exchange;
- vii. require enhanced disclosures to the Company's money transmission customers;
- viii. require the principal amount of money transmission originated in a country to be invested in that country or held in trust until paid;
- ix. limit the number or principal amount of money transmission transactions that may be sent to or from a jurisdiction, whether by an individual or in the aggregate; and
- x. restrict or limit the Company's ability to process transactions using centralized databases, for example, by requiring that transactions be processed using a database maintained in a particular country or region.

***Failure to adequately protect the Company's Technology Infrastructure against data corruption, privacy breaches, cyber-based attacks or network breaches could have a material adverse effect on the Company's business.***

The Company is highly dependent on its Technology Infrastructure to securely process, transmit and store electronic information. Certain confidential information resides on the third party hosted datacenter servers and is transmitted over the Company's network. The Company relies on encryption and authentication technology licensed from third parties to effect secure transmission of confidential information, including personal information and credit card numbers. Advances in computer capabilities, new discoveries in the field of cryptography or other developments may result in a compromise or breach of the technology used by the Company to protect confidential information. Servers may also be vulnerable to computer viruses, break-ins and similar disruptions from unauthorized tampering with the Company's and/or a third party's computer systems, which could lead to a loss of critical data or the unauthorized disclosure of confidential information.

If the Company is unable to prevent such security or privacy breaches, its operations could be disrupted, or the Company may suffer loss of reputation, financial loss, risk of litigation and other regulatory penalties because of lost or misappropriated information, including sensitive consumer data. In addition, if the Company's security measures fail to protect credit and debit card information adequately, the Company could be liable to its clients for their losses. The Company may need to expend significant resources to protect against and remedy any potential security breaches and their consequences. If the Company is unable to maintain protections and processes at a level commensurate with that required by its clients, it could negatively affect the Company's relationships with its clients and harm its business.

There are Canadian and foreign laws regarding privacy and the storing, sharing, use, handling, maintenance, disposal, transmittal, disclosure and protection of personally identifiable information and sensitive data. Specifically, personally identifiable information is increasingly subject to legislation and regulations to protect the privacy of personally identifiable information that is collected, processed and transmitted. Any violations of these laws and regulations may require the Company to change its business practices or operational structure, address legal claims and sustain monetary penalties and/or other harms to its business.

The regulatory framework for privacy issues in Canada and in foreign markets is constantly evolving and is likely to remain uncertain for the foreseeable future. The interpretation and application of such laws is often uncertain and such laws may be interpreted and applied in a manner inconsistent with its current policies and practices or require changes to the features of the Company's services. If either the Company or its third-party service providers are unable to address any privacy concerns, even if unfounded, or to comply with applicable laws and regulations, including but not

limited to the *Personal Information Protection and Electronic Documents Act* (Canada), it could result in additional costs and liability, damage the Company's reputation and harm its business.

***Cyberattacks and other security incidents could compromise the Company's technology systems, software, its website and network infrastructure, including those provided to the Company by third parties or the infrastructure of the Company's service providers, which could have a material adverse effect on the Company's business.***

In the ordinary course of the Company's business, it generates, collects and stores proprietary information, including intellectual property and business information (which also may include personal data). The secure storage, maintenance, and transmission of and access to this information is critical to the Company's operations, business strategy, and reputation. The Company is highly dependent on its Technology Infrastructure, and that of service providers, to securely process, transmit and store such information. Persons may attempt to penetrate the Company's Technology Infrastructure or its third-party service providers' systems and, if successful, misappropriate the Company's proprietary information or interfere with its operations. In addition, an employee, contractor, or other third party with whom the Company does business may attempt to circumvent its security measures in order to obtain such information and may purposefully or inadvertently cause a breach involving such information. Cyberattacks are increasing in their frequency, sophistication and intensity and have become increasingly difficult to detect. The Company has been in the past, and expects that it will continue in the future to be, subject to cyberattacks. Cyberattacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering and other means to affect service reliability and threaten the confidentiality, integrity and availability of information. Cyberattacks also could include phishing attempts or e-mail fraud to cause unauthorized payments or information to be transmitted to an unintended recipient, or to permit unauthorized access to systems. Any such cyberattack or security incident of the Company's, or its third-party service providers' or their providers' systems, or public disclosure or loss of, confidential business or proprietary intellectual property information could disrupt the Company's operations, result in regulatory actions or penalties, risk of litigation, damage the Company's reputation, financial condition, results of operations, cash flow, or provide the Company's competitors with valuable information, and subject the Company to additional costs which could adversely affect its business.

While the Company will continue to implement protective measures to reduce the risk of and detect cyberattacks, these incidents are becoming more sophisticated and frequent, and the techniques used in such attacks evolve rapidly and are difficult to detect. Despite the Company's cybersecurity measures, its Technology Infrastructure and those of its service providers are vulnerable to damage from viruses and malware as well as unpermitted access by hackers or other incidents, or employee error or malfeasance.

If the Company is unable to prevent such security incidents, its operations could be disrupted, it may lose information, or the ability to access information, which may result in a loss of reputation, financial loss, risk of litigation and other regulatory actions or penalties. The Company may need to expend significant resources to protect against and remedy any potential security incidents and manage their consequences (including by notifying applicable regulators and affected individuals). If the Company is unable to maintain protections and processes at a level commensurate with that required by its clients, it could negatively affect its relationships with its clients and harm its business.

***The Company's business could be impacted as a result of actions by activist shareholders or others.***

The Company may be subject, from time to time, to legal and business challenges in the course of its operation due to actions instituted by activist shareholders or others. Responding to such actions could be costly and time-consuming, may not align with the Company's business strategies, could divert the attention of the Company's board of directors and senior management from the pursuit of the Company's business strategies, and can have a material and negative impact on the Company's retention of its key personnel. Perceived uncertainties as to the Company's future direction as a result of shareholder activism may lead to the perception of a change in the direction of the business or other instability and may affect the Company's relationships with its vendors, customers, prospective and current employees, key personnel, and others. The presence of activist shareholders can negatively impact a company's credit quality, given that their campaigns often have wide-ranging implications on corporate strategy and operational initiatives and frequently involve aggressive shareholder returns to the detriment of creditors.

Certain actions by activist shareholders, including through the acquisition of Common Shares or the reconstitution of the Company's Board of Directors such that a majority of the directors are not individuals nominated at the Company's

last annual meeting of shareholders, may result in the Company being in breach or default under certain of the Company's contracts, which may have a material and negative impact on the Company.

In addition, certain of the regulatory regimes that the Company and its subsidiaries are subject to, including the NSIA and Australia's Foreign Acquisitions and Takeovers Act 1975 may require activist shareholders to seek government approvals and clearances before taking certain actions. If such approvals are not obtained, and the Company becomes aware that such obligations are breached, it may be obligated to inform the applicable regulatory bodies of such non-compliance to ensure that it does not itself become subject to penalties. As a material portion of the Company's revenues are derived from and rely on the Company holding certain regulatory approvals, non-compliance with such laws can result in the Company being in breach of such regulatory regimes, which may have a material and negative impact on the Company.

***Since part of the Company's sales efforts are targeted at larger industry clients, its sales cycle may become longer and more expensive, it may encounter pricing pressure and implementation challenges, and it may have to delay revenue recognition for some complex transactions, all of which could harm its business and operating results.***

As the Company targets more of its efforts at larger clients, it could face greater costs, longer sales cycles, and less predictability in completing some of its sales. The client's decision to use the Company's services may be an enterprise-wide decision and, if so, this type of sale could require the Company to provide greater levels of education regarding the use and benefits of its services. In addition, larger clients may demand more complex integration, implementation services, and features. As a result of these factors, these sales opportunities may require the Company to devote greater sales support and professional services resources to individual clients, driving up costs and time required to complete sales and diverting its own sales and professional services resources to a smaller number of larger transactions, while potentially requiring it to delay revenue recognition on some of these transactions until the technical or implementation requirements have been met.

***The forward-looking statements contained herein may prove to be incorrect.***

The forward-looking statements relating to, among other things, future results, performance, achievements, prospects or opportunities of the Company included in this AIF are based on opinions, assumptions and estimates made by the Company in light of its experience and perception of historical trends, current conditions and expected future developments, as well as other factors the Company believes are appropriate and reasonable in the circumstances. However, there can be no assurance that such estimates and assumptions will prove to be correct. Actual results of the Company in the future may vary significantly from the historical and estimated results and those variations may be material. There is no representation by the Company that actual results achieved by the Company in the future will be the same, in whole or in part, as those included in this AIF. See "Forward-Looking Statements".

***The effort, time and expense associated with switching from competitors' software and services to that of the Company's may limit the Company's growth.***

The costs for clients to switch providers of technology, data and analytics services can be significant. As a result, potential clients may decide that it is not worth the time and expense to begin using the Company's services, even if the Company offers competitive and economic advantages. If the Company is unable to convince these clients to switch to its software and services, the Company's ability to increase market share will be limited, which could have a material adverse effect on its business, financial condition and results of operations.

***Failure to adequately protect its intellectual property could harm the Company's business. The Company's business may be adversely affected if it is unable to protect its intellectual property rights from unauthorized use by third parties.***

The protection of the Company's intellectual property rights, including its technology, is crucial to the success of its business. The Company relies on a combination of copyright, trademark and trade secret law and contractual restrictions to protect its intellectual property. The Company may, in the future, obtain patents for elements of its intellectual property, where appropriate. The Company's intellectual property rights, including future patents, may provide only limited protection for its technology and may not be sufficient to provide competitive advantage to the

Company. Furthermore, management cannot assure investors that any patents will be issued to the Company as a result of any future patent applications, or that any issued patents will be valid or enforceable. Despite the Company's efforts to protect its proprietary rights, unauthorized parties may attempt to copy aspects of the Company's technology or obtain and use information that the Company considers proprietary. Policing the Company's proprietary rights is difficult and may not always be effective. Failure to adequately protect the Company's intellectual property rights could result in its competitors offering similar services and products, potentially resulting in the loss of some of the Company's competitive advantage and a decrease in its revenue, which would adversely affect the Company's business, prospects, financial condition and operating results. The Company's success depends, at least in part, on its ability to protect its core technology and intellectual property and to keep its use of exclusive licenses.

Competitors may adopt service names similar to its own, thereby impeding the Company's ability to build brand identity and possibly leading to client confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of the Company's trademarks.

Litigation before the courts or proceedings before other governmental authorities and administrative bodies in Canada or any jurisdiction in which the Company operates may be necessary in the future to enforce the Company's intellectual property rights, protect its patent and copyright rights, trade secrets and domain names and determine the validity and scope of the proprietary rights of others. The Company's efforts to enforce or protect its proprietary rights may be ineffective and could result in substantial costs and diversion of resources and could harm the Company's business.

The protection of the Company's intellectual property rights is important to the Company's future business opportunities. However, the measures the Company takes to protect its intellectual property from unauthorized use by others may not be effective for various reasons, including the following:

- infringers may intentionally ignore the Company's intellectual property rights and launch similar services that knowingly violate the Company's intellectual property rights and the Company may not be able to defend its exclusive rights to intellectual property without incurring considerable expense and management focus;
- some license provisions protecting against unauthorized use, copying, transfer and disclosure of the Company's services may be unenforceable under the laws of other countries and jurisdictions;
- the Company's employees or business partners may breach their confidentiality, non-disclosure and non-use obligations to the Company;
- third parties may independently develop technologies that are the same or similar to the Company's technologies that are not covered by its intellectual property rights;
- any patent applications the Company submits might not result in the issuance of patents or the Company may decide not to pursue ongoing protection after patent issuance, incurring lost costs and possibly forgoing patent rights;
- the costs associated with enforcing the Company's intellectual property rights and its confidentiality and invention agreements may make enforcement impracticable; and
- current and future competitors may circumvent the Company's intellectual property.

Intellectual property protection for software is dependent on the specific technical features of the software and, depending on the aspects of the Company's software that it attempts to protect, intellectual property protection may not be available for its software products. Trademark, copyright, trade secret and patent laws vary throughout the world. Some foreign countries do not protect intellectual property rights to the same extent as do the laws of Canada or the U.S. Further, policing the unauthorized use of the Company's intellectual property in foreign jurisdictions may be difficult and costly.

***Some of the Company's services and technologies may use "open source" software, which may restrict how it uses or distributes the Company's services or require that the Company release the source code of certain services subject to those licenses.***

Some of the Company's services and technologies may incorporate software licensed under so-called "open source" licenses. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third party commercial software, as some open source licensors do not provide warranties or controls on the origin of the software. Additionally, open source licenses typically require that source code subject to the license be made available to the public and that any modifications or derivative works to open source software continue to be licensed under open source licenses. These open source licenses typically mandate that proprietary software, when combined in specific ways with open source software, become subject to the open source license. If the Company combines its proprietary software with open source software, it could be required to release the source code of its proprietary software.

The Company has processes in place to guard against its proprietary software being combined with, or incorporating, open source software in ways that would require its proprietary software to be subject to an open source license. However, relatively few courts have interpreted open source licenses in different jurisdictions, and the manner in which these licenses may be interpreted and enforced is therefore subject to some uncertainty. Additionally, the Company relies on multiple software programmers to design its proprietary technologies, and although the Company takes steps to prevent its programmers from including open source software in the technologies and software code that they design, write and modify, the Company does not exercise complete control over the development efforts of its programmers, and the Company cannot be certain that its programmers have not incorporated open source software into its proprietary services and technologies or that they will not do so in the future. In the event that portions of the Company's proprietary technology are determined to be subject to an open source license, the Company could be required to publicly release the affected portions of its source code, re-engineer all or a portion of its technologies, or otherwise be limited in the licensing of the Company's technologies, each of which could reduce or eliminate the value of its services and technologies and materially and adversely affect the Company's business, results of operations and prospects.

***If the Company's services are found to infringe on the proprietary rights of others, the Company may be required to change its business practices and may also become subject to significant costs and monetary penalties.***

As the Company continues to develop and expand its services, the Company may become increasingly subject to infringement claims from third parties such as software providers or suppliers of data. Likewise, if the Company is unable to maintain adequate controls over how third party software and data are used, the Company may be subject to claims of infringement. Any claims, whether with or without merit, could:

- be expensive and time consuming to defend;
- cause the Company to cease making, licensing or using applications that incorporate the challenged intellectual property;
- require the Company to redesign its applications;
- divert management's attention and resources; and
- require the Company to enter into royalty or licensing agreements in order to obtain the right to use necessary technology.

Any one or more of the foregoing outcomes could have a material adverse effect on the Company's business, financial condition and results of operations. Additionally, the Company may be liable for damages for past infringement if a court determines that the Company's software or technologies infringe upon a third party's patent or other proprietary rights.

***Negative publicity could result in a decline in the Company's client growth and its business could suffer.***

There has been a marked increase in the use of social media platforms and similar channels, including weblogs (blogs), social media websites and other forms of Internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability and impact of information on social media platforms is virtually immediate and the accuracy of such information is not independently verified. The opportunity for dissemination of information, including inaccurate information, is seemingly limitless and readily available. The Company's reputation is very important to attracting new clients as well as selling additional services to existing clients. While the Company believes that it has a good reputation and that it provides its clients with a superior experience, there can be no assurance that the Company will continue to maintain a good relationship with its clients or avoid negative publicity. Any damage to the Company's reputation, whether arising from its conduct of business, negative publicity, regulatory, supervisory or enforcement actions, matters affecting its financial reporting or compliance with the Ontario Securities Commission and TSX listing requirements, security breaches or otherwise could have a material adverse effect on its business.

***If the Company fails to develop widespread brand awareness cost-effectively, its business may suffer.***

The Company believes that developing and maintaining widespread awareness of its brand in a cost-effective manner is critical to achieving widespread acceptance of its services and attracting new clients. The Company's marketing efforts are primarily directed at the development of new clients and increased penetration of existing clients. Brand promotion activities may not generate client awareness or increase revenues, and even if they do, any increase in revenues may not offset the expenses the Company incurs in building its brand. If the Company fails to successfully promote and maintain its brand, or incur substantial expenses, it may fail to attract or retain clients necessary to realize a sufficient return on the Company's brand-building efforts, or to achieve the widespread brand awareness that is critical for broad client adoption of the Company's services.

***The Company routinely makes accounting estimates and judgments. If these are proven to be incorrect, subsequent adjustments could require the Company to restate its historical financial statements.***

The Company routinely makes accounting estimates and judgments in the ordinary course of business. Such accounting estimates and judgments will affect the reported amounts of its assets and liabilities at the date of its financial statements and the reported amounts of its operating results during the periods presented. Additionally, the Company interprets the accounting rules in existence as of the date of its financial statements when the accounting rules are not specific to a particular event or transaction. If the underlying estimates are ultimately proven to be incorrect, subsequent adjustments could have an adverse effect on the Company's operating results for the period or periods in which the change is identified. Additionally, subsequent adjustments could require the Company to restate its historical financial statements. The Company continually reviews accounting rules and regulations and works with its auditors and third party experts on all significant accounting and valuation matters.

***Future sales of Common Shares by existing shareholders could reduce the market price of the Common Shares.***

Sales of a substantial number of the Common Shares in the public market could occur at any time. These sales, or the market perception that the holders of a large number of Common Shares intend to sell Shares, could reduce the market price of the Common Shares. In addition, holders of unexercised options may sell Common Shares purchased on the exercise of options in the same year that they exercise their options. This might result in a greater number of Common Shares being sold in the public market by, and fewer long-term holders of Common Shares among, the Company's management and employees.

***Limitations on the Company's ability to increase fees for certain registry services may negatively impact its ability to offset future increases in operating costs or capital investment needs.***

In certain circumstances, a registry access agreement may restrict the Company's ability to increase the fees that it charges its clients for certain registry services. If this occurs, there can be no assurance that the Company will be able to sufficiently offset increases in the Company's operating costs or provide funds for capital investment needs.

***The Company is subject to a number of risks related to acceptance of credit cards and debit cards for client payments.***

The Company accepts payments for its services through credit and debit card transactions. For credit and debit card payments, the Company pays interchange and other fees, which may increase over time. An increase in those fees may require the Company to increase the prices it charges and would increase its cost of revenues, either of which could harm its business, financial condition or results of operations.

The Company depends on processing vendors to complete credit and debit card transactions. If the Company or its processing vendors fail to maintain adequate systems for the authorization and processing of credit card transactions, it could cause one or more of the major credit card companies to disallow the Company's continued use of their payment products. The Company could lose clients if it is not able to continue to use payment products of the major credit card companies. In addition, if the systems for the authorization and processing of credit card transactions fail to work properly and, as a result, the Company does not charge its clients' credit cards on a timely basis or at all, its business, revenue, results of operations and financial condition could be harmed.

The Company is also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted in ways that make it more difficult for it to comply. The Company is required to comply with payment card industry security standards. Failing to comply with those standards may violate payment card association operating rules, federal and provincial laws and regulations, and the terms of the Company's contracts with payment processors. Any failure to comply also may subject the Company to fines, penalties, damages and civil liability, and may result in the loss of its ability to accept credit and debit card payments. Further, there is no guarantee that such compliance will prevent illegal or improper use of the Company's payment systems or the theft, loss, or misuse of data pertaining to credit and debit cards, cardholders and transactions. If the Company fails to adequately control fraudulent credit card transactions, it may face civil liability, diminished public perception of its security measures and significantly higher credit card-related costs, each of which could harm its business, results of operations and financial condition.

If the Company is unable to maintain its chargeback rate or refund rates at acceptable levels, its processing vendors may increase its transaction fees or terminate their relationships with the Company. Any increases in the Company's credit and debit card fees could harm its results of operations, particularly if it elects not to raise its rates for its services to offset the increase. The termination of the Company's ability to process payments on any major credit or debit card would significantly impair its ability to operate its business.

***Future offerings of debt securities, which would rank senior to the Common Shares upon bankruptcy or liquidation, and future offerings of equity securities that may be senior to the Common Shares for the purposes of dividend and liquidating distributions, may adversely affect the market price of the Common Shares.***

In the future, the Company may attempt to increase its capital resources by making offerings of debt securities or additional offerings of equity securities. Upon bankruptcy or liquidation, holders of the Company's debt securities and lenders with respect to any other borrowings will each be entitled to receive a distribution of the Company's available assets prior to the holders of the Common Shares. Additional equity offerings may dilute the holdings of the Company's existing shareholders or reduce the market price of the Common Shares, or both, and may result in future limitations under applicable tax legislation that could reduce the pace at which the Company utilizes any net operating loss carry-forwards to reduce its taxable income. The Company's decision to issue securities in any future offering will depend on market conditions and other factors beyond its control. As a result, the Company cannot predict or estimate the amount, timing or nature of its future offerings, and purchasers of the Common Shares in the Offering bear the risk of the Company's future offerings reducing the market price of the Common Shares and diluting their ownership interest in the Company.

***The Company is subject to various governmental regulations, and a failure to comply with governmental regulations or changes in these regulations could result in penalties, restrict operations or make it more burdensome to conduct operations, which would have a negative effect on the Company's business and operations.***

Laws and regulations may affect the Company's operations in a number of areas. The Company's failure to comply with applicable laws and regulations could restrict its ability to provide or expand certain services. The Company's

growth strategy involves acquiring businesses which acquisitions may subject to regulatory notifications or reviews, including under the *Competition Act* (Canada). Such regulatory reviews could have a detrimental impact on the Company's ability to effect future acquisitions or, in certain circumstances, result in historic acquisitions being reviewed. The Company can also be subject to the imposition of civil fines and criminal penalties, substantial regulatory and compliance costs, litigation expense, adverse publicity and loss of revenues.

Compliance with these laws, regulations and similar requirements may be onerous and expensive, and they may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance. A failure of the Company's services or a failure to appropriately update its services to reflect and comply with changes to existing laws or regulations or with new laws or regulations may contribute to violations by the Company's clients of such laws and regulations. If the Company's services fail to address relevant laws and regulations, it could be subject to claims by clients as well as potential claims by government agencies. Such claims could result in substantial cost and the Company could incur judgments to enter into settlements of claims that could have a material adverse effect on its business and operating results. This increases the costs of doing business, and any such costs which may arise in the future as a result of changes in these laws and regulations or in their interpretation could individually or in the aggregate make the Company's services less attractive to its clients, limit the manner in which business is conducted, delay the introduction of new services in one or more regions, or cause the Company to change or limit its business practices. There can be no assurance that the Company will be able to increase fees or reduce its costs to fully offset any increase in costs or reduction in revenues that may result from such amendments, changes in practices or new laws which could have an adverse effect on the Company's business, financial conditions and results of operations. Furthermore, failure of the Company's services to address relevant laws and regulations could result in negative publicity, damage its reputation and brand, hinder its ability to attract new clients and cause the loss of current clients, all of which could substantially harm the Company's business, financial conditions and results of operations.

***Current or future litigation could substantially harm the Company's business.***

The Company may be subject to various legal proceedings and claims arising out of the ordinary course of business, including lawsuits based on registration errors, errors in data that is pulled from databases that it accesses and lost profits or other consequential damages. The outcome of litigation, regulatory investigations and arbitration disputes are inherently difficult to predict and as a result there is the risk that an unfavourable outcome could negatively affect the Company's business, results of operations and financial condition. In addition, litigation can result in substantial costs and diversion of the resources of the Company. Insurance may not cover such investigations and claims, may not be sufficient for one or more such investigations or claims and may not continue to be available on acceptable terms. An investigation or claim brought against the Company could also result in unanticipated costs and reputational harm.

As described in this AIF, the Company has recently been involved in litigation with OneMove. The Company may also be involved in other legal proceedings, claims and litigation in the future.

***The Company operates in an industry that is susceptible to intellectual property-related litigation and proceedings.***

The Company operates in an industry that is susceptible to intellectual property litigation. As the Company faces increasing competition, the possibility of intellectual property claims and litigation against it grows. The defense of intellectual property suits is both costly and time-consuming, even if ultimately successful, and may divert management's attention from other business concerns. An adverse determination in litigation to which the Company may become a party could, among other things:

- subject the Company to significant liabilities to third parties, including lost profit and treble damages that are not covered by insurance;
- require disputed rights to be licensed from a third party for royalties that may be substantial;
- require the Company to cease using technology that is important to its business; or
- prohibit the Company from using some or all of its devices or offering some or all of its services.



***The Company's risk management efforts may not be effective.***

The Company could incur substantial losses and its business operations could be disrupted if the Company is unable to effectively identify, manage, monitor, and mitigate financial risks, such as credit risk, foreign exchange risk, interest rate risk, liquidity risk and other market-related risk, as well as operational risks related to its business, assets, and liabilities. The Company's risk management policies, procedures and techniques may not be sufficient to identify all the risks the Company is exposed to, mitigate the risks that the Company has identified or identify concentrations of risk or additional risks to which the Company may become subject in the future.

***The Company's insurance coverage reserves may not cover future claims.***

The Company maintains various insurance policies for commercial general liability, specialty professional liability, workplace safety and property damage. The Company has third party insurance coverage to limit exposure for both individual and aggregate claim costs. The Company is also responsible for losses up to a certain limit for general liability, specialty professional liability and property damage insurance.

If a greater amount of claims occur compared to what the Company estimated, its accrued liabilities might not be sufficient and it may be required to record additional expenses. Unanticipated changes may also produce materially different amounts of expenses than reported under these programs, which could adversely impact the Company's results of operations.

The Company's failure to comply with applicable laws regarding privacy and protection of data could lead to significant fines and penalties imposed by regulators, as well as claims by the Company's clients. In addition, if the Company's security measures fail to protect credit and debit card information adequately, the Company could be liable to its clients for their losses. There can be no assurance that the limitations of liability (if applicable) in the Company's contracts would be enforceable or adequate or would otherwise protect the Company from any such liabilities or damages with respect to any particular claim. The Company also cannot be sure that its existing general liability insurance coverage and coverage for errors and omissions will continue to be available on acceptable terms or will be available in sufficient amounts to cover one or more large claims, or that the Company's insurers will not deny coverage as to any future claim. The successful assertion of one or more large claims against the Company that exceeds its available insurance coverage, or changes in the Company's insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on the Company's business, financial condition and results of operations.

***The Company may incur operating losses in the future.***

The Company expects its operating expenses to increase in the future as it expands its operations. Furthermore, as a public company, it will incur legal, accounting and other expenses that it did not incur as a private company. If the Company's revenue does not grow to offset these increased expenses, the Company may not be profitable. The Company cannot assure the investors that it will be able to achieve or maintain profitability. Investors should not consider historical revenue growth as indicative of the Company's future performance.

***The adoption of new accounting standards or interpretations could adversely affect the Company's financial results.***

The Company's implementation of and compliance with changes in accounting rules and interpretations could adversely affect its operating results or cause unanticipated fluctuations in its results in future periods. The accounting rules and regulations that the Company must comply with are complex and continually changing. The Company cannot predict the impact of future changes to accounting principles on its financial statements going forward.

***Failure to establish and maintain effective internal controls in accordance with NI 52-109 could have a material adverse effect on the Company's business and the market price of the Common Shares.***

As a publicly-traded company with its Common Shares admitted to trading on the TSX, the Company is subject to reporting and other obligations under applicable Canadian securities laws and the rules of the TSX, including NI 52-

109. These reporting and other obligations place significant demands on the Company's management, administrative, operational, and accounting resources. In order to meet such requirements, the Company has, among other things, established systems, implemented financial and management controls, reporting systems and procedures and may, if necessary, hire qualified accounting and finance staff. However, if the Company is unable to accomplish any such necessary objectives in a timely and effective manner, the Company's ability to comply with its financial reporting obligations and other rules applicable to reporting issuers could be impaired. Moreover, any failure to maintain effective internal controls could cause the Company to fail to satisfy its reporting obligations or result in material misstatements in its financial statements. If the Company cannot provide reliable financial reports or prevent fraud, its reputation and operating results could be materially adversely effected which could also cause investors to lose confidence in the Company's reported financial information, which could result in a reduction in the trading price of the Common Shares.

The Company does not expect that its disclosure controls and procedures and internal controls over financial reporting will prevent all error and fraud. A control system, no matter how well-designed and implemented, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues within an organization are detected. The inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of simple errors or mistakes. Controls can also be circumvented by individual acts of certain persons, by collusion of two or more people or by management override of the controls. Due to the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected in a timely manner or at all.

***The Company's operating results and revenues are subject to fluctuations and its quarterly financial results may be subject to seasonality and market cyclicity, each of which could cause its share price to be negatively affected.***

The markets within which the Company operates may be influenced by general economic conditions, economic cycles, and, in the case of the real estate market, annual seasonality factors, among others, which in turn may impact the Company's financial results. With respect to the real estate market, different sectors of the industry, such as office, industrial, retail, multifamily, and others, are influenced differently by different factors, and have historically moved through economic cycles with different timing. As such, it is difficult to estimate the potential impact of economic cycles and conditions or seasonality from year-to-year on the Company's overall operating results. With respect to seasonality, the timing of widely observed holidays and vacation periods, particularly slowdowns during the end-of-year holiday period, and availability of real estate agents and related service providers during these periods, could significantly affect the Company's quarterly operating results during those periods. If the Company is unable to adequately respond to economic, seasonal, or cyclical conditions, its revenues, expenses, and operating results may fluctuate from quarter to quarter. The Company's operating results, revenues and expenses may fluctuate for many reasons.

Fluctuations or seasonality effects could negatively affect the Company's results of operations during the period in question and/or future periods or cause its share price to decline. In addition, changes in accounting policies or practices may affect the Company's financial statements. Fluctuations in its financial results, revenues and expenses may cause the market price of the Company's Common Shares to decline.

***The Company is subject to risks inherent in foreign operations.***

The Company estimates that approximately 41% of its revenue is generated outside of Canada, which percentage is expected to increase following the completion and integration of recent acquisitions. The Company intends to selectively pursue international market growth opportunities, which could result in those international sales accounting for a more significant portion of the Company's revenue. The Company has committed, and may continue to commit, significant resources to its international operations and sales and marketing activities. While the Company has experience conducting business outside of Canada, it may not be aware of all the factors that may affect its business in foreign jurisdictions.

The Company is subject to a number of risks associated with international business activities that may increase costs and require significant management attention. International operations carry certain risks and associated costs, such

as the complexities and expense of administering a business abroad, complications in compliance with, and unexpected changes in regulatory requirements, foreign laws, trading and investment policies, exchange controls, tariffs and other trade barriers, difficulties in collecting accounts receivable, potential adverse tax consequences, uncertainties of laws, difficulties in protecting, maintaining or enforcing intellectual property rights, difficulty in managing a geographically dispersed workforce in compliance with diverse local laws and customs, and other factors, depending upon the country involved. Moreover, local laws and customs in many countries differ significantly and compliance with the laws of multiple jurisdictions can be complex, difficult, and costly. The Company cannot assure that risks inherent in its foreign operations will not have a material adverse effect on its business.

***Exchange rate fluctuations may adversely affect the Company's results and/or compliance with financial covenants.***

Due to the Company's international operations, the Company may be exposed to the effects of fluctuations in currency exchange rates. Foreign exchange risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company's exposure to the risk of changes in foreign exchange rates relates primarily to the Company's operating activities (when revenue or expense is denominated in a foreign currency), the Company's obligation to repay the principal and interest of the Term Loan B and the Senior Secured 2029 Notes in a foreign currency (USD), and the Company's net investments in foreign subsidiaries. The Company generates revenue and incurs expenses for employee compensation and other operating expenses through its UK, Australian and South African operations in the local currency. Fluctuations in the exchange rates between the Canadian dollar and the UK pound sterling, Australian dollar or South African rand could result in the dollar equivalent of such revenue and expenses being lower, which could have a negative net impact on the Company's reported operating results. The Company has entered into a re-rate swap agreement to mitigate this risk with respect to its debt denominated in US dollars.

***The preparation of the Company's consolidated financial statements requires management to make judgments, estimates and assumptions.***

The preparation of financial statements in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board requires management to make judgments, estimates, and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets, liabilities, and equity, and the amount of revenue and expenses that are not readily apparent from other sources. The Company's results of operations may be adversely affected if its assumptions change or if actual circumstances differ from those in its assumptions, which could cause its results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of Common Shares. Significant judgments, estimates, and assumptions used in preparing the Company's consolidated financial statements include, or may in the future include, those related to business combinations, goodwill and indefinite-lived intangible assets, impairment of long-lived assets, income taxes, fair value of share-based compensation and fair value of financial instruments.

***If the Company cannot maintain its corporate culture, the Company could lose valuable qualities from its workforce.***

The Company believes that its corporate culture is a critical component of its success. As the Company develops the infrastructure of a public company and continues to grow, the Company may find it difficult to maintain these valuable aspects of its corporate culture. Failure to preserve its corporate culture could negatively impact the Company's future success, including its ability to attract and retain employees, encourage innovation and teamwork and effectively focus on and pursue its corporate objectives.

***Confidentiality agreements with employees and others may not adequately prevent disclosure of trade secrets and other proprietary information.***

In order to protect the Company's technologies and processes, the Company relies in part on confidentiality agreements with its employees, licensees, independent contractors and other advisors. These agreements may not effectively prevent disclosure of confidential information, including trade secrets, and may not provide an adequate

remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover the Company's trade secrets and proprietary information, and in such cases the Company could not assert any trade secret rights against such parties. To the extent that the Company's employees, contractors or other third parties with whom it does business use intellectual property owned by others in their work for the Company, disputes may arise as to the rights in related or resulting know-how and inventions. The loss of trade secret protection could make it easier for third parties to compete with the Company's services by copying functionality. In addition, any changes in, or unexpected interpretations of, intellectual property laws may compromise the Company's ability to enforce its trade secret and intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of the Company's proprietary rights, and failure to obtain or maintain protection of its trade secrets or other proprietary information could harm the Company's business, results of operations, reputation and competitive position.

***The Company may be subject to claims that its employees have wrongfully used or disclosed alleged trade secrets of their former employers.***

The Company may employ individuals who were previously employed at other companies, including the Company's competitors or potential competitors. The Company may be subject to claims that these employees or the Company itself has inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. Even if the Company is successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

***Claims for indemnification by the Company's directors and officers may reduce its available funds to satisfy successful third-party claims against the Company and may reduce the amount of money available to it.***

The Company has indemnification agreements with each of its directors and officers. The indemnification agreements will generally require that the Company indemnify and hold the indemnitees harmless to the fullest extent permitted by law for liabilities arising out of the indemnitees' service to the Company as directors and officers, provided that the indemnitees acted honestly and in good faith with a view to the best interests of the Company and in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, the indemnitees' had reasonable grounds for believing that his or her conduct was lawful. The indemnification agreements will also provide for the advancement of defense expenses to the indemnitees by the Company provided that the indemnitees must repay all advances if it is finally determined that the indemnitees are not entitled to indemnification under the agreements, or the payment of any costs is prohibited by applicable law. The obligation to repay advances of defense expenses will be unsecured and no interest will be charged thereon. Any claims for indemnification by the Company's directors and officers may reduce its available funds to satisfy successful third-party claims against the Company and may reduce the amount of money available to it.

***The Company's business is subject to the risks of earthquakes, fires, floods and other natural catastrophic events and to interruption by man-made problems such as terrorism.***

The Company's systems and operations, including its offsite datacenters which are managed by third party services providers, are vulnerable to damage or interruption from earthquakes, fires, floods, power losses, telecommunications failures, terrorist attacks, acts of war and similar events. For example, a significant natural disaster, such as an earthquake, fire or flood, could have a material adverse impact on the Company's business, operating results and financial condition and its insurance coverage may be insufficient to compensate the Company for losses that may occur. Acts of terrorism, which may be targeted at metropolitan areas which have higher population density than rural areas, could cause disruptions in the Company's or its clients' businesses or the economy as a whole. The Company may not have sufficient protection or recovery plans in certain circumstances, such as natural disasters affecting any area in which its datacenters are located, and its business interruption insurance may be insufficient to compensate the Company for losses that may occur.

***Dividends are not guaranteed and may fluctuate with the performance of the business.***

The Company plans to continue to pay a quarterly dividend on its outstanding Common Shares. However, there can be no assurance regarding the amount of income generated by the Company's business in the future. The ability of the Company to pay dividends, and the actual amount distributed, is entirely dependent on the operations of the

Company, and is subject to various factors including financial performance, cash generated from operations, obligations under applicable credit facilities, fluctuations in working capital and capital expenditure requirements. Unlike fixed-income securities, there is no obligation of the Company to distribute to shareholders any fixed amount, and reductions in, or suspensions of, cash dividends may occur that would reduce yield based on the price of the Common Shares. The market value of the Common Shares will deteriorate if the Company is unable to pay dividends in the future, and that deterioration may be significant.

***The Company's by-laws provide that any derivative actions, actions relating to breach of fiduciary duties and other matters relating to the internal affairs of the Company will be required to be litigated in Canada, which could limit an investor's ability to obtain a favourable judicial forum for disputes with the Company.***

The Company's by-laws include a forum selection provision that provides that, unless the Company consents in writing to the selection of an alternative forum, the Superior Court of Justice of the Province of Ontario, Canada and the appellate courts therefrom (or, failing such court, any other "court" (as defined in the OBCA) having jurisdiction and the appellate courts therefrom), shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on the Company's behalf, (b) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of the Company's directors, officers, or other employees to the Company, (c) any action or proceeding asserting a claim arising pursuant to any provision of the OBCA or the articles or the by-laws of the Company (as either may be amended from time to time), or (d) any action or proceeding asserting a claim otherwise related to the relationships among the Company, its affiliates and their respective shareholders, directors and/or officers, but excluding claims related to the business carried on by the Company or its affiliates and their respective shareholders, directors and/or officers. The Company's by-laws also provide that its shareholders are deemed to have consented to personal jurisdiction in the Province of Ontario and to service of process on their counsel in any foreign action initiated in violation of the Company's by-laws. Therefore, it may not be possible for shareholders to litigate any action relating to the foregoing matters outside of the Province of Ontario. While forum selection clauses in corporate charters and by-laws are becoming more commonplace for public companies in the U.S. and have been upheld by courts in certain states, they are untested in Canada. It is possible that the validity of the Company's forum selection by-law could be challenged and that a court could rule that such by-law is inapplicable or unenforceable. If a court were to find the Company's forum selection by-law inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, the Company may incur additional costs associated with resolving such matters in other jurisdictions and the Company may not obtain the benefits of limiting jurisdiction to the courts selected.

***Plantro and OneMove may have interests that conflict with the interests of the Company's other shareholders.***

The Investor Rights Agreement provides Plantro and OneMove with, among other things (a) Nomination Rights; and (b) Pre-Emptive Rights. The interests of Plantro and OneMove may not be the same as those of the Company's other shareholders, and conflicts of interest may arise from time to time that may be resolved in a manner detrimental to the Company or the Company's minority shareholders. See "Agreements with Shareholders – Investor Rights Agreement".

***Securities analysts' research or reports could impact the price of the Common Shares.***

The trading market for the Common Shares will rely in part on the research and reports that industry or financial analysts publish about the Company or the Company's business. The Company does not currently have and may never obtain research coverage by industry or financial analysts. If no or few analysts commence coverage of the Company, the trading price of the Common Shares would likely decrease. Even if the Company does obtain analyst coverage, if one or more of the analysts covering the Company's business downgrade their evaluations of the Common Shares or share price, the price of the Common Shares could decline. If one or more of these analysts cease to cover the Common Shares, the Company could lose visibility in the market for the Common Shares, which in turn could cause the share price to decline.

***If tax laws change or the Company experiences adverse outcomes resulting from examination by the tax authorities of its income tax returns, the Company's results of operations could be adversely affected.***

The Company is subject to federal, provincial, and local income taxes in Canada and in foreign jurisdictions. The Company's future effective tax rates and the value of its deferred tax assets could be adversely affected by changes in tax laws. In addition, the Company is subject to the examination of its income tax returns by the Canadian Revenue Agency (the "CRA") and other tax authorities. The Company regularly assesses the likelihood of adverse outcomes resulting from such examinations to determine the adequacy of its provision for income tax. Significant judgment is required in determining the Company's worldwide provision for income taxes. Although the Company believes it has made appropriate provisions for taxes in the jurisdictions in which it operates, changes in the tax laws or challenges from tax authorities under existing tax laws could adversely affect the Company's business, financial condition, and results of operations.

***The Company is a Holding Company.***

The Company is a holding company and a substantial portion of its assets will be the common shares of Dye & Durham Corporation. As a result, investors in the Company are subject to the risks attributable to the Company's current and future subsidiaries. As a holding company, the Company conducts substantially all its business through Dye & Durham Corporation, which will generate substantially all of its revenue for the foreseeable future. Consequently, the Company's cash flows are dependent on the earnings of its subsidiaries and the distribution of those earnings to the Company. The ability of these entities to pay dividends and other distributions will depend on their operating results and will be subject to applicable laws and regulations which require that solvency and capital standards be maintained by such companies and contractual restrictions contained in the instruments governing their debt. In the event of a bankruptcy, liquidation, or reorganization of any of the Company's subsidiaries, holders of indebtedness and trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to the Company.

**Risks Related to Our Indebtedness and the Senior Secured 2029 Notes**

The risks and uncertainties outlined below are in reference to the FY2024 Credit Facility and the Senior Secured 2029 Notes. The following summary of "risk factors" relating to the Company's indebtedness does not purport to be exhaustive or to summarize all the risks that may be associated with the Company's indebtedness, the FY2024 Credit Facility and the Senior Secured 2029 Notes. Additional risks and uncertainties not presently known to Dye & Durham, or that it believes to be immaterial, may impact stakeholders. Each potential investor is advised and expected to conduct its own investigation into the Company and to arrive at an independent evaluation of the investment.

***The FY2024 Credit Facility and the 2029 Notes Indenture contain mandatory prepayments (or requirements to offer to redeem), restrictive covenants and events of default and the FY2024 Credit Facility requires the Company not to exceed a prescribed consolidated first lien net leverage ratio at any time when the amount borrowed under the New Revolving Facility exceeds a specified threshold.***

The FY2024 Credit Facility and the 2029 Notes Indenture contain restrictive covenants that limit the discretion of its management with respect to certain business matters. These covenants place restrictions on, among other things, the Company's ability to incur additional indebtedness, to create liens or other encumbrances not permitted by the FY2024 Credit Facility or the 2029 Notes Indenture, to make investments (subject to certain conditions), to make any material change to the nature of its business, to sell or otherwise dispose of assets (subject to certain conditions), to acquire or purchase shares or equity interests (subject to certain conditions), and to enter into mergers, consolidations, dissolutions, corporate reorganization and similar transactions. In addition, the FY2024 Credit Facility contains a consolidated first lien net leverage ratio covenant when the amount borrowed under the New Revolving Facility exceeds a specified threshold. A failure to comply with the covenants in the FY2024 Credit Facility or the 2029 Notes Indenture could result in an event of default which, if not cured or waived, could result in accelerated repayment. Additionally, the FY2024 Credit Facility and the 2029 Notes Indenture contain change of control provisions which are triggered if, among other circumstances: (a) any person or persons (acting together) own or control, directly or indirectly, at least 35% of the outstanding equity interests of Dye & Durham, (b) Dye & Durham ceases to own 100% of the outstanding equity interests of Dye & Durham Corporation or (c) Dye & Durham sells substantially all its assets or undergoes certain corporate transactions unless the shareholders of Dye & Durham entitled to vote in the election

of the board of directors of Dye & Durham immediately prior to such transactions hold a majority of the total voting power of the continuing corporation following such transactions (a “**Change of Control**”). A change in direct or indirect shareholdings of Dye & Durham could therefore result in accelerated repayment. A Change of Control will result in an event of default under the FY2024 Credit Facility and will require that Dye & Durham Corporation offer to repurchase all the Senior Secured 2029 Notes. A change in direct or indirect shareholdings of Dye & Durham could therefore result in accelerated repayment. If the repayment of the FY2024 Credit Facility or the Senior Secured 2029 Notes were to be accelerated, there can be no assurance that the security provided thereunder would be sufficient to repay the FY2024 Credit Facility and/or the Senior Secured 2029 Notes in full.

***The Company has a substantial amount of indebtedness, which could adversely affect its financial position.***

The Company has a substantial amount of indebtedness. Subject to the limitations in the FY2024 Credit Facility, the 2029 Notes Indenture and Debenture Indenture, the Company may also incur significant additional indebtedness in the future. The Company’s substantial indebtedness may:

- make it difficult for the Company to satisfy its financial obligations, including making scheduled principal and interest payments on the FY2024 Credit Facility, the Senior Secured 2029 Notes and its other indebtedness;
- increase the Company’s vulnerability to adverse economic, regulatory and industry conditions;
- limit the Company’s ability to borrow additional funds for working capital, capital expenditures, acquisitions or other general business purposes;
- limit the Company’s ability to use its cash flow or obtain additional financing for future working capital, capital expenditures, acquisitions or other general business purposes;
- limit the Company’s ability to execute any transaction as a result of the strategic review of its non-core assets;
- require the Company to use a substantial portion of its cash flow from operations to make debt service payments, thereby reducing funds available for operations and other purposes;
- limit the Company’s flexibility to plan for, or react to, changes in its business and industry;
- make the Company more vulnerable to increases in interest rates; and
- place the Company at a competitive disadvantage compared to its less leveraged competitors.

Further, certain borrowings under the FY2024 Credit Facility are at variable rates of interest and expose the Company to interest rate risk. If interest rates increase, the Company’s debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and the Company’s net income would decrease.

***Accelerated maturity on the New Revolving Facility and Term Loan B may be triggered by the current outstanding indebtedness of the Company.***

The New Revolving Facility has a maturity date of April 11, 2029 and Term Loan B has a maturity date of April 11, 2031. The maturity dates of the New Revolving Facility and Term Loan B facility are subject, in each case, to a springing maturity of 91 days prior to the maturity date of the Senior Secured 2029 Notes, if the Senior Secured 2029 Notes have not been repaid in full, extended, refinanced or replaced on or prior to such date. The ability of the Company to make payment on the accelerated maturity date or to refinance its debt obligations, including the FY2024 Credit Facility, depends on the Company’s financial condition and operating performance, which are subject to a number of factors beyond the Company’s control. The Company’s inability to generate sufficient cash flow to satisfy its debt obligations on the required maturity dates, or to refinance its indebtedness on commercially reasonable terms or at all, would materially and adversely affect the Company’s business, results of operations, and financial condition.

***The Company may find it more difficult to fund future working capital, capital expenditures, general corporate expenses or other items, and the Company could have to allocate a substantial portion of its cash resources to the payment on its indebtedness, which would reduce the funds available for operations.***

The Company, from time to time, has and anticipates having indebtedness. Its ability to make payments of principal and interest on its debt will depend on its future operating performance and its ability to enter into additional debt and equity financings which, to a certain extent, is subject to economic, financial, competitive and other factors beyond the Company’s control. If, in the future, the Company is unable to generate sufficient cash flows to service its debt,

the Company may be required to refinance all or a portion of its existing debt or obtain additional financing. There can be no assurance that any such refinancing would be possible or that any additional financing could be obtained on terms acceptable to the Company or at all. The inability to obtain additional financing could have a material adverse effect on the Company's operating performance and any additional equity financing would result in the dilution of shareholders.

***The Company's debt servicing costs could increase.***

The Bank of Canada and the US Federal Reserve have announced several interest rate increases and decreases over Fiscal 2023 and Fiscal 2024. Increases in interest rates would result in higher interest expense on borrowing tied to variable rates of interest, partially offset by lower current or deferred income tax expense. Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk on a portion of its newly refinanced debt, being Term Loan B and the New Revolving Facility, for which the interest rate may be adjusted with future fluctuations in various reference rates. Furthermore, adverse credit market conditions could limit the Company's ability to refinance the FY2024 Credit Facility and the Senior Secured 2029 Notes.

***Despite current levels of indebtedness, the Company may still be able to incur substantially more indebtedness, which could exacerbate the risks associated with the Company's substantial indebtedness.***

The Company may be able to incur substantial additional indebtedness in the future. The terms of the 2029 Notes Indenture and the FY2024 Credit Facility limit, but do not prohibit, the Company from incurring additional indebtedness, including secured indebtedness. In addition, the terms of the FY2024 Credit Facility and the 2029 Notes Indenture permit the Company in certain circumstances to incur additional indebtedness, including secured indebtedness, which may also be guaranteed by the guarantors under the FY2024 Credit Facility and the 2029 Notes Indenture. If new indebtedness or other liabilities are added to the Company's current debt levels, the related risks that the Company and its subsidiaries now face could intensify.

***The Company may not be able to generate sufficient cash to service its debt obligations.***

The Company's ability to make payments of principal and interest on its debt and to refinance its indebtedness, including the FY2024 Credit Facility and the Senior Secured 2029 Notes, will depend on its financial and operating performance and its ability to enter into additional debt and equity financings, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond the Company's control. The Company may be unable to maintain a level of cash flows from operating activities sufficient to permit it to pay the principal, premium, if any, and interest on its indebtedness, including the FY2024 Credit Facility and the Senior Secured 2029 Notes.

If the Company's cash flows and capital resources are insufficient to fund its debt service obligations, it may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance all or a portion of its indebtedness, including the FY2024 Credit Facility and the Senior Secured 2029 Notes. These alternative measures may not be successful and may not permit the Company to meet its scheduled debt service obligations. In the absence of such operating results and resources, the Company could face substantial liquidity problems and might be required to dispose of material assets or operations to meet its debt service and other obligations. The 2029 Notes Indenture, the Debenture Indenture and the FY2024 Credit Facility restrict the Company's ability to dispose of assets, use the proceeds from any disposition of assets and to refinance the Company's indebtedness.

***Covenants in the Company's debt agreements substantially restrict the Company's business.***

The 2029 Notes Indenture, the Debenture Indenture and the FY2024 Credit Facility, contain various covenants that limit the Company's ability and/or its restricted subsidiaries' ability to, among other things, incur or assume liens or additional debt, pay dividends or repurchase capital stock, prepay, redeem or repurchase debt, make loans and investments, consolidate or merge with or into another entity, and sell assets and capital stock.



In addition to the above, the 2029 Notes Indenture, the Debenture Indenture and the FY2024 Credit Facility contain restrictive covenants and additional covenants that limit the Company's ability and/or its restricted subsidiaries' ability to, among other things, issue redeemable stock and preferred stock, make capital expenditures, and sell substantially all of its assets, and events of default.

The FY2024 Credit Facility also requires the Company on a consolidated basis to maintain, based on a level of utilization of the New Revolving Facility, on a quarterly basis, a prescribed consolidated first lien net leverage ratio. A breach of this covenant could result in an event of default under the FY2024 Credit Facility, which if not cured or waived could result in a cross default under the 2029 Notes Indenture and/or the Debenture Indenture. Other events of default under the FY2024 Credit Facility and the 2029 Notes Indenture include, among other things, non-payments of amounts due thereunder, breaches of specific covenants, breaches of representations and warranties, cross-defaults under other credit documents, the commencement of insolvency proceedings against the Company and/or the Company's restricted subsidiaries and, in the case of the FY2024 Credit Facility, the occurrence of a change of control (as defined thereunder). Upon the occurrence of an event of default which is continuing under the FY2024 Credit Facility and/or the 2029 Notes Indenture, the lenders and/or holders (as the case may be) could elect to declare all amounts outstanding under the FY2024 Credit Facility or the Senior Secured 2029 Notes, as applicable, to be immediately due and payable and, in the case of the FY2024 Credit Facility, terminate all commitments to extend further credit. If the Company was unable to repay those amounts, the agent acting on behalf of the lenders and/or holders (as the case may be) could proceed against the collateral granted to secure their indebtedness. The Company has pledged or will pledge a significant portion of its and its subsidiaries' assets as collateral under the FY2024 Credit Facility and the 2029 Notes Indenture.

***A lowering or withdrawal of the ratings on the Company's debt securities by rating agencies may increase its future borrowing costs and reduce the Company's access to capital.***

A rating agency's rating of the Company's debt securities is not a recommendation to purchase, sell or hold any particular security. Such ratings are limited in scope and do not comment as to material risks relating to an investment in the Senior Secured 2029 Notes. There is no assurance that such credit ratings will remain in effect for any given period of time. Rating agencies also may lower, suspend or withdraw ratings on the Senior Secured 2029 Notes or the Company's other debt in the future. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market prices or marketability of the Company's indebtedness and make it more difficult or more expensive for the Company to obtain additional debt financing.

***The FY2024 Credit Facility and the 2029 Notes Indenture contain mandatory prepayments, restrictive covenants and events of default and the FY2024 Credit Facility requires the Company not to exceed a prescribed consolidated first lien net leverage ratio if, on the last day of any fiscal quarter, the aggregate principal amount of all outstanding revolving loans and letter of credit obligations exceeds a specified threshold of the aggregate revolving credit commitment under the New Revolving Facility.***

The FY2024 Credit Facility and the 2029 Notes Indenture contain restrictive covenants that limit the discretion of management with respect to certain business matters. These covenants place restrictions on, among other things, the Company's ability to incur additional indebtedness, to create liens or other encumbrances, to make investments, to make any material change to the nature of the business, to sell or otherwise dispose of assets, to acquire or purchase shares or equity interests and to enter into mergers, consolidations, dissolutions, corporate reorganization and similar transactions, in each case, subject to certain conditions. In addition, the FY2024 Credit Facility contains a consolidated first lien net leverage ratio covenant if, on the last day of any fiscal quarter, the aggregate principal amount of all outstanding revolving loans and letter of credit obligations exceeds a specified threshold of the aggregate revolving credit commitment under the New Revolving Facility. A failure to comply with the covenants could result in an event of default which, if not cured or waived, could result in accelerated repayment. Additionally, the FY2024 Credit Facility contains change of control provisions which trigger an event of default if, among other circumstances, any person or persons (acting together) shall have acquired beneficial ownership of 35% or more of the aggregate voting power represented by the issued and outstanding capital stock of Dye & Durham Limited on a fully diluted basis, Dye & Durham Limited ceases to own, directly or indirectly, 100% of the outstanding common capital stock of Dye & Durham Corporation, or Dye & Durham ceases to control Dye & Durham Corporation through its ability to exercise voting power over Dye & Durham Corporation, contractually or otherwise. In this same circumstance under the 2029 Notes Indenture, Dye & Durham will be required to offer to repay the Senior Secured 2029 Notes. A change in direct

or indirect shareholdings of Dye & Durham Limited or Dye & Durham Corporation could therefore result in accelerated repayment. If the repayment of the credit facilities was to be accelerated, there can be no assurance that the security provided thereunder would be sufficient to repay the credit facilities in full.

***If the Company defaults on its obligations to pay its indebtedness, it may not be able to make payments on the FY2024 Credit Facility and/or the Senior Secured 2029 Notes.***

Any default under the agreements governing the Company's indebtedness, including a default under the FY2024 Credit Facility or the Senior Secured 2029 Notes, that is not cured (if possible) or waived by the required lenders or holders thereunder, and the remedies sought by such lenders or holders, could prevent the Company from paying principal, premium, if any, and interest on the FY2024 Credit Facility and/or the Senior Secured 2029 Notes and substantially decrease the market value of such indebtedness. If the Company were unable to generate sufficient cash flow and is otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on its indebtedness, or if the Company otherwise fails to comply with the various covenants, including financial and operating covenants, in the instruments governing its indebtedness (including covenants in the FY2024 Credit Facility and the 2029 Notes Indenture), the Company could be in default under the terms of the agreements governing such indebtedness, including the FY2024 Credit Facility and the 2029 Notes Indenture. In the event of such default, the lenders or holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, and the agent on behalf of the lenders under the FY2024 Credit Facility and/or the Notes trustees on behalf of the holders of the Senior Secured 2029 Notes could elect to institute enforcement proceedings, including foreclosure proceedings against the Company's and its subsidiaries' assets, and those companies could be forced into bankruptcy or liquidation. If the Company's operating performance declines, it may in the future need to obtain waivers from the required lenders under the FY2024 Credit Facility and/or the holders of the Senior Secured 2029 Notes to avoid being in default. If the Company breaches its covenants under the FY2024 Credit Facility or the 2029 Notes Indenture and seeks a waiver, it may not be able to obtain a waiver from the required lenders or holders. If this occurs, the Company would be in default and the lenders and/or holders could exercise various enforcement rights.

***The value of the collateral on secured indebtedness may not be sufficient to satisfy the Company's obligations under the Senior Secured 2029 Notes, the FY2024 Credit Facility and any other secured indebtedness.***

No appraisal of the value of collateral has been made in connection with the FY2024 Credit Facility or the Senior Secured 2029 Notes, and the fair market value of collateral is subject to fluctuations based on factors that include, among others, general economic conditions and similar factors. The amount to be received upon a sale of collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of collateral at such time, the timing and the manner of the sale and the availability of buyers. By its nature, portions of collateral may be illiquid or intangible and may have no readily ascertainable market value. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, collateral may not be sold in a timely or orderly manner, and the proceeds from any sale or liquidation of this collateral may not be sufficient to pay the Company's obligations under the FY2024 Credit Facility and/or the Senior Secured 2029 Notes (including after taking into account all of the Company's other obligations secured thereby on a first-priority basis). Any claim for the difference between the amount, if any, realized by the lenders under the FY2024 Credit Facility and/or the holders of the Senior Secured 2029 Notes from the sale of collateral will rank equally in right of payment with all of the Company's other unsecured unsubordinated indebtedness and other obligations, including trade payables. In addition, in the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the lenders under the FY2024 Credit Facility will share the proceeds of collateral ratably with the holders of the Senior Secured 2029 Notes, thereby diluting collateral coverage.

***The collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes may be diluted under certain circumstances.***

The collateral that secures the Senior Secured 2029 Notes also secures the Company's obligations under the FY2024 Credit Facility. The collateral may also secure additional senior indebtedness, including additional note offerings, that the Company may incur in the future, subject to restrictions on the Company's ability to incur debts and liens under the FY2024 Credit Facility and the 2029 Notes Indenture. Rights to the collateral would be diluted by any increase in the indebtedness secured by the collateral on a pari passu or priority basis.

***Certain Canadian bankruptcy, insolvency and other laws may impair the rights of the lenders under the FY2024 Credit Facility and/or the holders of Senior Secured 2029 Notes and their ability to enforce their rights or remedies under the debt documents.***

Canadian bankruptcy, insolvency, winding-up, reorganization, and other restructuring or similar corporate arrangement legislation (“**Canadian insolvency law**”), the administrative agent or the collateral agent may impair, delay, stay, compromise, or otherwise restrict the rights of the lenders under the FY2024 Credit Facility and/or holders of the Senior Secured 2029 Notes, the trustee, or the notes collateral agent to enforce remedies under the FY2024 Credit Facility, the Senior Secured 2029 Notes, the 2029 Notes Indenture, the guarantees or in respect of the collateral if the benefit of the applicable Canadian insolvency law is sought with respect to the Company or the Canadian guarantors.

In Canada, insolvency proceedings are principally governed by the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). Under Canadian insolvency law, and in particular under the BIA and the CCAA, an insolvent debtor may obtain a stay of proceedings or other rights and remedies in favour of itself and its property against its creditors and others and prepare and file a restructuring proposal or a plan of compromise or arrangement, as applicable, to be voted on by the various classes of its affected creditors. Such a proposal, compromise or arrangement, if accepted by the requisite majorities of each affected class of creditors and if sanctioned by the relevant Canadian court and implemented, would be binding on all affected creditors, including those affected creditors that did not vote to accept the proposal, compromise or arrangement. In addition, the relevant Canadian court may, subject to certain conditions, create court-ordered charges on the assets of the debtor to secure, amongst other things, interim financing, professional fees, amounts owing to critical suppliers, and post-filing director and officer liabilities. Such court-ordered charges may rank in priority to the debtor’s existing indebtedness, including the secured debt evidenced by the FY2024 Credit Facility and the Senior Secured 2029 Notes. In certain conditions, Canadian insolvency law permits the debtor (or its court appointed receiver) to retain possession and administration of its property (including property that constitutes collateral), subject to court oversight, even though it may be in default under the applicable debt instrument or security document during the period that the stay of proceedings remains in place and the ability of its creditors to enforce their rights upon such default may be impaired, delayed, stayed, compromised or otherwise restricted. It may also be possible under Canadian insolvency law for the debtor (or, in some circumstances, a creditor) to seek court approval to conduct a court-supervised sales process and to ultimately, with court approval, conclude a sale of all or part of the debtor’s assets without the consent of its creditors. In addition, it may be possible to restructure or recapitalize certain debt obligations under applicable corporate statutes without commencing formal insolvency proceedings.

In this regard, if the Company were to become subject to a proceeding under applicable Canadian insolvency law, the approval threshold requirements provided in the FY2024 Credit Facility or the 2029 Notes Indenture for modification of certain rights of the lenders under the FY2024 Credit Facility or the holders of Senior Secured 2029 Notes may be disregarded and the applicable statute or the court will establish the approval threshold. The powers of the court under Canadian insolvency law, and in particular under the CCAA, have been interpreted and exercised broadly and remedially so as to preserve the enterprise value of a debtor and protect such debtor and its assets from actions taken by creditors and other parties. Accordingly, the Company cannot predict whether payments under the FY2024 Credit Facility, Senior Secured 2029 Notes or the guarantees thereof would be made during any proceedings under Canadian insolvency law, whether (and to what extent) or when the lenders or the administrative agent or collateral agent or notes collateral agent, as applicable, could exercise their rights under the FY2024 Credit Facility or the 2029 Notes Indenture, the guarantees or the security documents or in respect of the collateral during any such proceedings, or whether (and to what extent) lenders under the FY2024 Credit Facility or the administrative agent or collateral agent and/or holders of the Senior Secured 2029 Notes would be compensated for any delays in payment of principal, interest and costs, including the fees and disbursements of the notes collateral agent or the loss of value of the collateral. If the Company were to become subject to any proceedings under Canadian insolvency law, it may cease making payments on the FY2024 Credit Facility and the Senior Secured 2029 Notes and the lenders and/or notes collateral agent, as applicable, may not be able to exercise their rights under the relevant security documents or the 2029 Notes Indenture, respectively, following commencement of or during such proceedings, without leave of the court.

In the context of a proceeding under the BIA or the CCAA, the relevant Canadian court may review asset transfers and transactions undertaken by a debtor within specified time periods prior to the initiation of the proceeding to determine if the debtor was engaged in any transfers at undervalue or preferences. Transfers at undervalue and

preferences may be declared void (or not set up against the trustee in bankruptcy or monitor) if certain conditions are satisfied. Trustees in bankruptcy or monitors, as applicable, creditors and other qualified stakeholders may also seek to void, set aside, or otherwise challenge transactions under provincial, territorial and federal legislation.

The Company has property located outside of Canada and certain of the subsidiaries that guarantee the FY2024 Credit Facility and the Senior Secured 2029 Notes and provide collateral are organized in Australia and England and Wales. Canadian courts, acting pursuant to Canadian insolvency law, can be vested with jurisdiction over a debtor's property wherever it is located, including property situated in other countries. Courts outside of Canada, however, may not recognize the relevant Canadian court's jurisdiction or those non-Canadian jurisdictions may have laws that are materially different from, or in conflict with, Canadian insolvency law. This could make administering a Canadian proceeding conducted under Canadian insolvency law difficult. Further, if certain criteria are met, it is possible that a bankruptcy, insolvency, or similar proceeding could be initiated in Australia, England and Wales, or any other non-Canadian jurisdiction where permitted by law, such as the United States. If proceedings are initiated outside of Canada, both the BIA and the CCAA allow a representative authorized in a foreign proceeding in respect of a debtor to seek recognition in Canada of the foreign insolvency proceeding. Accordingly, if the Company were to be subject to an insolvency proceeding outside of Canada and subsequently sought recognition of such proceeding in Canada, a Canadian court may recognize the foreign proceeding as a "foreign non-main proceeding." The relevant Canadian court may—but is not required to—grant a stay of proceedings in Canada in the case of a foreign non-main proceeding. Certain other relief may also be impacted if a foreign proceeding is determined to be a "foreign non-main proceeding" rather than a "foreign main proceeding."

***The right to receive payments under the FY2024 Credit Facility and on the Senior Secured 2029 Notes and the guarantees is effectively subordinated to the extent that any other indebtedness is secured by liens on assets not constituting collateral.***

The FY2024 Credit Facility and the 2029 Notes Indenture permit the Company to secure additional indebtedness on assets other than the collateral in the future, which may include financing for potential acquisitions, working capital, capital expenditures or general corporate purposes. If the Company or a guarantor becomes insolvent or is liquidated, the lenders under the Company's or such guarantor's indebtedness secured by liens on assets other than the collateral will have claims on those assets securing their indebtedness and will have priority over any claim for payment under the FY2024 Credit Facility and/or the Senior Secured 2029 Notes or the guarantees to the extent of such security. The lenders under the FY2024 Credit Facility and/or holders of the Senior Secured 2029 Notes will participate in the Company's remaining assets ratably with all holders of the Company's unsecured indebtedness that is deemed to be of the same class as the FY2024 Credit Facility and the Senior Secured 2029 Notes, and potentially with all of the Company's other general creditors and it is possible that there would be no assets remaining after satisfaction of the claims of such secured creditors or, if any assets remained, they might be insufficient to fully satisfy claims of the lenders under the FY2024 Credit Facility and/or the holders of the Senior Secured 2029 Notes.

In addition, in certain jurisdictions, including England and Wales, under mandatory proceeds distribution waterfalls, payments or distributions to certain groups of creditors of a company following an enforcement, foreclosure, dissolution, winding up, liquidation, reorganization, administration, other bankruptcy or insolvency proceeding or other similar process against such company may be subordinated to certain other unsecured indebtedness (such as certain bank debt, court, legal and current costs, taxes and impositions, state related obligations, personal injury claims and moral damage claims, severance benefits, copyright royalties or employee wages and other privileged claims). As a result, the lenders under the FY2024 Credit Facility and/or holders of the Senior Secured 2029 Notes may receive less, ratably, than holders of certain types of secured indebtedness and/or of certain types of unsecured indebtedness of the Company or its subsidiary guarantors.

***Because each guarantor's liability under its guarantee may be reduced, avoided or released under certain circumstances, lenders under the FY2024 Credit Facility and holders of Senior Secured 2029 Notes may not receive any payments from some or all of the guarantors.***

Although lenders under the FY2024 Credit Facility and holders of Senior Secured 2029 Notes will have the benefit of the guarantees of the guarantors, the obligations of each guarantor are limited to the maximum amount that such guarantor is permitted to guarantee under applicable law. As a result, a guarantor's liability under its guarantee could be reduced, depending on the amount and type of other obligations of such guarantor. Further, under certain

circumstances, a court under fraudulent conveyance and transfer statutes or similar laws in the jurisdiction where such guarantor is incorporated could void the obligations under a guarantee or further subordinate it to all other obligations of that guarantor.

***The security interests are granted to the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility, as applicable, rather than directly to the holders of the Senior Secured 2029 Notes or the lenders under the FY2024 Credit Facility. In certain jurisdictions assets are not capable or cannot cost-effectively be pledged to more than one party at the same time and the granting of liens for the benefit of the obligations under the FY2024 Credit Facility and the Senior Secured 2029 Notes will be dependent, in part, on the agreement of a common agent for such purposes.***

The ability of the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility, as applicable, to enforce certain of the collateral securing the Senior Secured 2029 Notes and/or the FY2024 Credit Facility may be restricted by local law. The security interests in such collateral securing the obligations under the Senior Secured 2029 Notes and/or the FY2024 Credit Facility are not granted directly to the holders of the Senior Secured 2029 Notes or the lenders under the FY2024 Credit Facility but are granted only in favour of the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility, as applicable. Only the applicable collateral agent has the right to enforce the applicable security. As a consequence, lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes do not have direct security interests and are not entitled to take enforcement action in respect of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes, as applicable, except through the applicable collateral agent and subject to the intercreditor agreement.

In addition, in accordance with applicable law or the law governing any applicable collateral document (including foreign law), certain security interests (or security interests over certain assets) may not be (or customarily are not) granted to more than one collateral agent, trustee or similar representative, or such a security interest may not be granted to more than one collateral agent, trustee or similar representative in the interests of limiting the cost of more than one grant of security, including with respect to the notarization and the registration for perfection of any relevant security documents. In addition, the lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes bear risks associated with a possible insolvency, bankruptcy or similar proceedings involving the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility, as applicable, which could, under certain circumstances, result in a delay in enforcement, diminishing value or even loss of the security interests or guarantees.

***Lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes may have only limited control over many decisions related to the collateral.***

The rights of the holders of the Senior Secured 2029 Notes and the lenders under the FY2024 Credit Facility with respect to the collateral are subject to the intercreditor agreement among all holders of obligations secured on a first-priority basis by that collateral, including the obligations under the FY2024 Credit Facility (including undrawn portions under the revolving credit portion of the FY2024 Credit Facility and any incremental facilities provided for under the FY2024 Credit Facility), the Senior Secured 2029 Notes and certain future creditors of debt permitted to rank equally with the Senior Secured 2029 Notes and the obligations under the FY2024 Credit Facility. Under the terms of the intercreditor agreement, the collateral agent under the FY2024 Credit Facility has the exclusive right (subject to limited exceptions) to exercise remedies and take enforcement actions relating to the collateral acting at the direction of the administrative agent under the FY2024 Credit Facility until the earlier of (i) such date as the FY2024 Credit Facility (and any designated refinancing thereof) has been paid in full or (ii) the date that is a specified number of days subsequent to the occurrence of an event of default under the 2029 Notes Indenture or any other agreement governing first lien debt (other than the FY2024 Credit Facility) subject to the intercreditor agreement if the authorized representative of the holders of such debt represents the largest outstanding aggregate principal amount of indebtedness secured by a first-priority lien on the collateral (other than the FY2024 Credit Facility), such debt is then due and payable in full in accordance with the terms of the agreement, and such authorized representative has complied with the applicable notice provisions so long as the agent under the FY2024 Credit Facility has not commenced and is not diligently pursuing the exercise of remedies with respect to such collateral or a material portion of the collateral or the grantor of the security interest in such collateral is then a debtor under or with respect to (or otherwise subject to) an insolvency or liquidation proceeding. At any time that the administrative agent or collateral agent under the FY2024 Credit Facility does not have the right to direct the actions with respect to the collateral

securing the Senior Secured 2029 Notes pursuant to the intercreditor agreement, the right to direct such actions will, subject to the terms and limitations of the immediately preceding sentence, pass to the authorized representative of holders of the then largest outstanding principal amount of indebtedness secured by a first-priority lien on the collateral. If the Company has, at such time, outstanding indebtedness that is equal in priority to the liens securing the Senior Secured 2029 Notes and the guarantees in a greater principal amount than the aggregate principal amount of the Senior Secured 2029 Notes, then the authorized representative for such indebtedness may be next in line to exercise rights under the intercreditor agreement, rather than the Senior Secured 2029 Notes collateral agent. The 2029 Notes Indenture and the intercreditor agreement permits the Company to incur further indebtedness secured by liens ranking equally with the liens securing the Senior Secured 2029 Notes and the guarantees and the obligations under the FY2024 Credit Facility. As a result of these restrictions, holders of the Senior Secured 2029 Notes may not be able to act quickly or at all to have the Senior Secured 2029 Notes collateral agent realize on the collateral in the event of a default with respect to the Senior Secured 2029 Notes.

Also, under the intercreditor agreement, in the event that the holders of the Senior Secured 2029 Notes obtain possession of any collateral or realize any proceeds or payment in respect of any such collateral at any time prior to the discharge of each of the other obligations secured on a first-priority basis by the collateral, then such holders will be obligated to hold such collateral, proceeds, or payment in trust for the other holders of such other first-priority obligations and promptly transfer such collateral, proceeds, or payment, as the case may be, to the controlling collateral agent under the intercreditor agreement, to be distributed in accordance with the provisions of the intercreditor agreement ratably among all the holders of obligations secured on a first-priority basis by the collateral subject thereto.

In addition, under the terms of the intercreditor agreement, if at any time the controlling collateral agent under the intercreditor agreement forecloses upon or otherwise exercises remedies against any resulting in a sale thereof, certain liens may be automatically released and discharged. The collateral so released will no longer secure the Company's and the guarantors' obligations under the FY2024 Credit Facility and/or the Senior Secured 2029 Notes.

To the extent that liens securing obligations under the FY2024 Credit Facility and/or the Senior Secured 2029 Notes, pre-existing liens, liens permitted under the FY2024 Credit Facility and/or the 2029 Notes Indenture and other rights, including liens on excluded assets, such as those securing purchase money obligations and capital lease obligations granted to other parties (in addition to the holders of any other obligations secured by higher priority liens), encumber any of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes, those parties may have or may exercise rights and remedies with respect to the collateral that could adversely affect the value of the collateral and the ability of the Senior Secured 2029 Notes collateral agent and the collateral agent under the FY2024 Credit Facility, the trustee under the 2029 Notes Indenture, the lenders under the FY2024 Credit Facility or the holders of the Senior Secured 2029 Notes to realize or foreclose on the collateral. As a result of these restrictions, lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes may not be able to act quickly or at all to have the applicable collateral agent realize on the collateral in the event of a default with respect to the FY2024 Credit Facility and/or the Senior Secured 2029 Notes.

The value of the collateral may not be sufficient to pay off all amounts the Company may borrow under the FY2024 Credit Facility, the Senior Secured 2029 Notes and additional indebtedness that the Company may incur that would be secured by liens on the collateral on a pari passu basis with the FY2024 Credit Facility and the Senior Secured 2029 Notes. If the proceeds of any sale of collateral are not sufficient to repay all amounts due on the FY2024 Credit Facility and the Senior Secured 2029 Notes (after taking into account all of the Company's other obligations secured thereby), the lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes (to the extent not repaid from the proceeds of the sale of the collateral) would have only an unsecured, unsubordinated claim against the Company's and the guarantors' remaining assets.

***There are circumstances other than repayment or discharge of the FY2024 Credit Facility and the Senior Secured 2029 Notes under which the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes and the guarantees will be released automatically, without consent of the lenders and/or holders thereof or the consent of the trustee or the applicable collateral agent, and lenders and holders, as applicable, may not realize any payment upon release of such collateral.***

Under various circumstances, collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes will be released automatically, including:

- a sale, transfer or other disposal of such collateral (other than to the Company or one of its restricted subsidiaries) in a transaction not prohibited under the FY2024 Credit Facility and/or the 2029 Notes Indenture and the security documents;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee in accordance with the FY2024 Credit Facility and/or the 2029 Notes Indenture;
- upon satisfaction and discharge of the FY2024 Credit Facility and/or the Senior Secured 2029 Notes or, in the case of the Senior Secured 2029 Notes, upon a legal defeasance or a covenant defeasance;
- with respect to all or substantially all of the collateral, with the consent of lenders or holders holding a certain portion of the principal amount of the FY2024 Credit Facility or the Senior Secured 2029 Notes (as the case may be) outstanding;
- with respect to any collateral that becomes “excluded property”, upon such collateral becoming “excluded property” pursuant to a transaction or circumstance not prohibited by the terms of the FY2024 Credit Facility and/or the 2029 Notes Indenture;
- with respect to collateral that is capital stock, upon the dissolution of the issuer of that capital stock;
- upon the release of all liens on such collateral securing each other then-outstanding series of first lien indebtedness (other than in connection with the repayment in full of such series of first lien indebtedness); and
- with respect to any collateral, in accordance with the intercreditor agreement.

The 2029 Notes Indenture and the FY2024 Credit Facility permit the Company to designate one or more of its restricted subsidiaries that is a guarantor as an unrestricted subsidiary. If the Company designates a guarantor as an unrestricted subsidiary, all of the liens on any collateral owned by that subsidiary or any of its subsidiaries and any guarantees by that subsidiary or any of its subsidiaries will be released under the 2029 Notes Indenture and/or the FY2024 Credit Facility, as applicable. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released. In addition, the creditors of the unrestricted subsidiary and its subsidiaries will have a senior claim on the assets of such unrestricted subsidiary and its subsidiaries.

***The lenders under the FY2024 Credit Facility have the discretion to release guarantors under the FY2024 Credit Facility under a variety of circumstances, which will cause those guarantors to be released from their guarantees of the Senior Secured 2029 Notes.***

So long as any obligations under the FY2024 Credit Facility remain outstanding, any guarantees may be released without action by, or consent of, any holder of the Senior Secured 2029 Notes or the trustee under the 2029 Notes Indenture if, at the discretion of lenders under the FY2024 Credit Facility, such guarantor’s guarantee of the FY2024 Credit Facility is released. The lenders under the FY2024 Credit Facility have the discretion to release the guarantees under the FY2024 Credit Facility in a variety of circumstances. Any guarantors of the Senior Secured 2029 Notes that are released as guarantors under the FY2024 Credit Facility will automatically be released as guarantors of the Senior Secured 2029 Notes. Lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes will not have a claim as a creditor against any entity that is no longer a guarantor of the FY2024 Credit Facility or the Senior Secured 2029 Notes (as the case may be), and the indebtedness and other liabilities, whether secured or unsecured, of all released subsidiaries will effectively be senior to the claims of the lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes.

***The value of the collateral may not be sufficient to secure post-petition interest, fees, and expenses in a bankruptcy case of the Company or any of the guarantors. In the event of a bankruptcy of the Company or any of the guarantors, the lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes would be deemed to have an unsecured claim to the extent that the Company’s obligations in respect of the FY2024 Credit Facility and the Senior Secured 2029 Notes and all of its other obligations secured by the collateral equal or exceed the value of the collateral.***

In the event of a Canadian bankruptcy, liquidation, dissolution, reorganization or similar proceeding affecting the Company or any guarantors, lenders under the FY2024 Credit Facility and/or the holders of the Senior Secured 2029 Notes may not be entitled to post-filing interest, fees, and expenses, or may only be entitled to post-filing interest, fees and expenses to the extent that the value of their security interest in the collateral securing the FY2024 Credit Facility

and/or the Senior Secured 2029 Notes, as applicable, taken in order of priority with all the other obligations secured by the collateral, is greater than their pre-bankruptcy claim (and all other claims against the Company or the guarantors that are secured by the collateral on a first-priority basis). Lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes may be deemed to have an unsecured claim to the extent that the Company's pre-filing obligations in respect of the FY2024 Credit Facility and/or the Senior Secured 2029 Notes (and all of its other first-priority obligations), as applicable, exceed the value of the collateral. No appraisal of the fair market value of the collateral has been prepared in connection with the FY2024 Credit Facility and the offering of the Senior Secured 2029 Notes and the Company therefore cannot provide assurance that the value of the lenders' and holders' interests in the collateral equals or exceeds the principal amount of the FY2024 Credit Facility and Senior Secured 2029 Notes, as applicable, and such other first-priority obligations. Lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes that have a security interest in collateral with a value equal or less than their pre-bankruptcy claim will not be entitled to a claim for post-petition interest, fees, or expenses under applicable Canadian bankruptcy laws. In addition, it is possible that the bankruptcy trustee, the debtor-in-possession or competing creditors will assert that the value of the collateral with respect to the FY2024 Credit Facility and/or the Senior Secured 2029 Notes on the date of the bankruptcy filing was less than the then current principal amount under the FY2024 Credit Facility or the Senior Secured 2029 Notes (and all of the Company's other first-priority obligations). Upon a finding by a bankruptcy court that the FY2024 Credit Facility and/or the Senior Secured 2029 Notes are under-collateralized, the claims in the bankruptcy proceeding with respect to the FY2024 Credit Facility and the Senior Secured 2029 Notes would be bifurcated between a secured claim equal to the value of the interest in the collateral and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the collateral.

***The Company will, in most cases, have control over the collateral and the sale of assets could reduce the pool of assets securing the FY2024 Credit Facility and the Senior Secured 2029 Notes.***

The security documents that relate to the FY2024 Credit Facility and the Senior Secured 2029 Notes allow the Company and the guarantors, subject to certain exceptions, to remain in possession of, retain exclusive control over, operate and collect, and invest and dispose of certain income from the collateral that secures the FY2024 Credit Facility and the Senior Secured 2029 Notes. If the Company sells assets, including collateral in which the lenders under the FY2024 Credit Facility or the holders of the Senior Secured 2029 Notes have a first-priority lien, the Company may replace such collateral with other assets that would not constitute collateral or use the net proceeds for such sale to repay certain indebtedness. In some cases, the Company may sell some or all of the collateral in which the lenders under the FY2024 Credit Facility and/or holders of the Senior Secured 2029 Notes have a first-priority lien and not be required to offer to repay the FY2024 Credit Facility or repurchase the Senior Secured 2029 Notes. For example, if the Company sells an operating business and subsequently acquires a different operating business, the lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes may lose some or all of the benefit of first-priority collateral if the acquired business has less collateral than the business that was sold. To the extent the proceeds from any sale of collateral do not constitute collateral under the security documents, the pool of assets securing the FY2024 Credit Facility and the Senior Secured 2029 Notes will be reduced, and the FY2024 Credit Facility and the Senior Secured 2029 Notes will not be secured by such proceeds.

***There are also certain categories of property that are excluded from the collateral, including property subject to certain classes of permitted liens.***

The collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes is subject to liens permitted under the terms of the FY2024 Credit Facility and the 2029 Notes Indenture, as applicable, whether arising on or after the dates of the FY2024 Credit Facility and the Senior Secured 2029 Notes are issued, including, but not limited to, liens arising by operation of law or in the ordinary course of business. The beneficiaries of such liens will not be required in all circumstances to join the intercreditor agreement and therefore may take actions in respect of the collateral that adversely affect the interests of lenders under the FY2024 Credit Facility or holders of the Senior Secured 2029 Notes. The existence of any permitted liens could adversely affect the value of the collateral as well as the ability to realize or foreclose on such collateral. The collateral may also secure future indebtedness and other obligations of the Company and any guarantors to the extent permitted by the FY2024 Credit Facility and/or the 2029 Notes Indenture and the security documents. Any future liens on the collateral may reduce the extent of the value of the collateral that would be available to pay obligations under the FY2024 Credit Facility and the Senior Secured 2029 Notes. In addition, the imposition of certain permitted liens may cause the relevant assets to become "excluded property," which will not secure the FY2024 Credit Facility and the Senior Secured 2029 Notes. Assets subject to



liens in favour of third parties to secure purchase money indebtedness and capital lease obligations may be automatically excluded from the collateral where the agreement governing such indebtedness or obligation prohibits the grant of a lien on such assets to the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility or requires the consent of any person other than the Company or any of its consolidated subsidiaries.

Other categories of assets that are excluded from the collateral include, amongst other categories, certain fee interests in real property, leasehold real property, vehicles, certain equity interests and certain contracts and other assets. The rights of lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes with respect to such excluded property will be equal to the rights of the Company's and the guarantors' general unsecured creditors (and effectively junior to the rights of the Company's and the guarantors' creditors whose obligations are secured by a lien on such excluded property) to the extent of the value of such excluded property.

***Certain laws and regulations may impose restrictions or limitations on foreclosure.***

The Company's obligations under the FY2024 Credit Facility and the Senior Secured 2029 Notes and the guarantors' obligations under any guarantees are secured only by certain collateral. The security interests in the collateral are subject to practical problems generally associated with the realization of security interests in collateral. The collateral agent under the FY2024 Credit Facility and the Senior Secured 2029 Notes collateral agent's ability to foreclose on the collateral on behalf of the lenders under the FY2024 Credit Facility or the holders of the Senior Secured 2029 Notes, as applicable, may be subject to perfection, priority issues, provincial, federal and state law requirements, applicable bankruptcy, insolvency, winding-up, reorganization, and other restructuring or similar corporate arrangement legislation, and practical problems associated with the realization of the applicable collateral agent's security interest in or lien on the collateral, including cure rights, foreclosing on the collateral within the time periods permitted by third parties or prescribed by laws, obtaining third-party consents, making additional filings, statutory rights of redemption and the effect of the order of foreclosure. The Company cannot assure lenders under the FY2024 Credit Facility or holders of the Senior Secured 2029 Notes that the consents of any third parties and approvals by governmental entities or courts of competent jurisdiction will be given when required to facilitate a foreclosure on such assets. Therefore, the Company cannot assure lenders under the FY2024 Credit Facility or holders of the Senior Secured 2029 Notes that foreclosure on the collateral will be sufficient to make all payments on the FY2024 Credit Facility and the Senior Secured 2029 Notes. In addition, to the extent that other permitted liens encumber any of the collateral, those parties may have or exercise rights and remedies with respect to the collateral that could adversely affect the value of the collateral and the ability of the applicable collateral agent to realize or foreclose on the collateral. Liquidating the collateral may not result in proceeds in an amount sufficient to pay any amounts due under the Senior Secured 2029 Notes, the FY2024 Credit Facility and any other pari passu secured indebtedness after also satisfying the obligations to pay any creditors with prior liens.

***Enforcing rights against the Company, or under the guarantees of the FY2024 Credit Facility and the Senior Secured 2029 Notes by certain of the Company's foreign subsidiaries across multiple jurisdictions may be difficult.***

The Company is an Ontario corporation and certain of the subsidiaries that guarantee the FY2024 Credit Facility and the Senior Secured 2029 Notes and provide collateral are organized in Australia, Canada and England and Wales. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in any of these jurisdictions, in the jurisdiction of organization of any future guarantor of the FY2024 Credit Facility or the Senior Secured 2029 Notes, or any other jurisdiction where permitted by law, such as the United States. Rights under the FY2024 Credit Facility and the Senior Secured 2029 Notes and the guarantees and collateral documents may thus be subject to the laws of several jurisdictions, and lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes may not be able to effectively enforce their rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights. Rights under the FY2024 Credit Facility, Senior Secured 2029 Notes, the guarantees and the collateral will be subject to the bankruptcy, insolvency, and similar laws of several jurisdictions and there can be no assurance that lenders under the FY2024 Credit Facility and holders of Senior Secured 2029 Notes will be able to effectively enforce their rights in such complex, multiple bankruptcy, insolvency or similar proceedings. Also, the bankruptcy, insolvency and similar laws of such other jurisdictions may not be as favourable to a lender's or holder's interests as creditors as the laws of any other jurisdictions with which such lender or holder may be more familiar.

In addition, while the Company and the guarantors agreed, in accordance with the terms of the FY2024 Credit Facility and the 2029 Notes Indenture, to accept service of process in any suit, action or proceeding brought in any federal or state court located in New York City by an agent designated for such purpose, and to submit to the jurisdiction of such courts in connection with such suits, actions or proceedings, it may be difficult for lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes to effect service within the U.S. upon directors, officers and experts who are not residents of the U.S. in order to institute actions in U.S. courts predicated solely upon civil liability under U.S. federal or state securities laws or other laws of the U.S.

Moreover, in certain jurisdictions it is unclear whether all security interests in the collateral give the trustee or lenders, as applicable, a right to prevent other creditors from foreclosing on and realizing the collateral or whether certain security interests only give the trustee, lenders under the FY2024 Credit Facility, and the holders of the Senior Secured 2029 Notes priority (according to their rank) in the distribution of any proceeds of such realization. Accordingly, the trustee, the lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes may not be able to avoid foreclosure by other creditors (including unsecured creditors) on the collateral. The laws of certain of the jurisdictions in which the guarantors are organized limit the ability of these subsidiaries to guarantee debt of, or provide security for, other companies.

***In certain jurisdictions, liens securing the FY2024 Credit Facility, the Senior Secured 2029 Notes and guarantees may not have the priority previously described, and may rank junior to other secured indebtedness, and lenders under the FY2024 Credit Facility and/or holders of Senior Secured 2029 Notes must rely on the intercreditor agreement to ensure that enforcement proceeds of the collateral are allocated in the priority previously described.***

In certain jurisdictions, the security interests securing the FY2024 Credit Facility and the Senior Secured 2029 Notes and the guarantees may be subject to legal doctrines that effectively rank them behind the security interests in favour of other obligations. Therefore, the allocation of enforcement proceeds of the collateral depends on the enforceability of the intercreditor agreement. As a result, if the intercreditor agreement is found unenforceable or invalid for any reason, or if any administrator, liquidator, or similar officer appointed under the laws of any relevant jurisdiction refuses to give effect to it, the FY2024 Credit Facility and the Senior Secured 2029 Notes may rank junior to other outstanding secured indebtedness. In addition, certain jurisdictions may provide certain creditors with priorities of payment in the event of a guarantor's bankruptcy.

***Any creditors with prior ranking liens will have prior access to proceeds of certain collateral and the rights of lenders under the FY2024 Credit Facility and holders of Senior Secured 2029 Notes to enforce their security over the collateral are limited.***

To the extent that holders of other secured debt or third parties enjoy liens (including statutory liens) or other prior ranking security interests, whether or not permitted by the 2029 Notes Indenture or FY2024 Credit Facility, such holders or third parties may have rights and remedies with respect to certain collateral securing the Senior Secured 2029 Notes and the FY2024 Credit Facility that, if exercised, could reduce the proceeds available to satisfy the obligations under the Senior Secured 2029 Notes and the FY2024 Credit Facility.

In jurisdictions where new liens are created, the ranking of new liens relative to the existing liens will, as a matter of general law, depend on a number of factors, such as the nature of the liens, the order of creation of the liens, compliance with the jurisdiction's perfection requirements with respect to the liens and the order of giving notices with respect to the liens, and accordingly without the intercreditor agreement, the new liens would be likely to rank after the existing liens.

Therefore, lenders under the FY2024 Credit Facility and holders of Senior Secured 2029 Notes may not be able to recover on such security interests because the beneficiaries of the senior ranking security interests will have a prior claim to all proceeds from the enforcement of the same, although the intercreditor agreement provides for certain *pari passu* rules of allocation agreed as between the parties to it.

***The collateral is subject to casualty risks.***

The Company currently maintains and intends to maintain insurance or otherwise insure against hazards in a manner appropriate and customary for its business. There are, however, certain losses that may be either uninsurable or not economically insurable, in whole or in part. Insurance proceeds may not compensate the Company fully for its losses. If there is a complete or partial loss of any of the pledged collateral, the insurance proceeds may not be sufficient to satisfy all of the secured obligations, including the FY2024 Credit Facility and the Senior Secured 2029 Notes.

***Security interests over certain of the collateral may not have been in place or perfected by the time the Senior Secured 2029 Notes were issued or the FY2024 Credit Facility came into effect. Any issues that the Company was not able to resolve in connection with the granting of such security interests may impact the value of the collateral. Creation or perfection of such security interests after the issuance of the Senior Secured 2029 Notes and/or the date of the FY2024 Credit Facility increases the risk that the liens granted by those security interests could be avoided in bankruptcy.***

Certain security interests in favour of the collateral agent under the FY2024 Credit Facility and the Senior Secured 2029 Notes collateral agent may not have been in place by the time the FY2024 Credit Facility was entered into or the Senior Secured 2029 Notes were issued. To the extent a security interest in certain of the collateral is perfected following the date of the FY2024 Credit Facility and/or the issuance of the Senior Secured 2029 Notes, any such security interest that is perfected within a certain timeframe before or after a bankruptcy filing is initiated would be at risk of being avoided or voided as a preferential transfer by the pledgor, as debtor in possession, by its trustee in bankruptcy, or potentially by the Company's other creditors, which could impact the value of the collateral, even after the security interests perfected on the date of the FY2024 Credit Facility and/or the issuance date of the Senior Secured 2029 Notes were no longer subject to such risk.

***Rights of lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes in the collateral may be adversely affected by the failure to perfect security interests in certain collateral, whether now owned or acquired in the future.***

The security interest in the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes includes certain assets, both tangible and intangible, whether now owned or acquired or arising in the future. A security interest in certain property and rights acquired after the grant of the security interest can only be perfected at the time such property and rights are acquired and identified. The administrative agent, the trustee, the collateral agent under the FY2024 Credit Facility, and the Senior Secured 2029 Notes collateral agent are not obligated to, and will not, monitor, and the Company may not inform the trustee or the applicable collateral agent of, the future acquisition of property and rights that constitute collateral, so the necessary action may not be taken to properly perfect the security interest in such after-acquired collateral. Similarly, the necessary perfection steps may not be taken in respect of security over collateral currently owned for various reasons. The Company will have limited obligations to perfect the security interest of the lenders under the FY2024 Credit Facility or the holders of the Senior Secured 2029 Notes in specified collateral. For example, the Company will not be required to provide control agreements in respect of its deposit accounts or securities accounts, other than the escrow account in respect of the 2026 Debentures, and the Company will only be required to make filings in the Canadian Intellectual Property Office, the United States Copyright Office or the United States Patent and Trademark Office with respect to intellectual property. Such failure may result in the loss of the security interest therein or the priority of the security interest in favour of the FY2024 Credit Facility and/or the Senior Secured 2029 Notes against third parties. In addition, even if the liens on collateral acquired in the future are properly perfected, such liens may potentially be avoidable as a preference or otherwise in any bankruptcy or similar case under certain circumstances. Neither the administrative agent, the trustee nor the applicable collateral agent have any duty to take any steps to perfect or protect the security interest of the collateral, or to otherwise monitor the compliance by Company of its obligations under the 2029 Notes Indenture, the FY2024 Credit Facility and the security documents.

Under the terms of the 2029 Notes Indenture and the FY2024 Credit Facility, the Company will be permitted in the future to incur additional indebtedness and other obligations that may share in the liens on the collateral securing the Senior Secured 2029 Notes and the FY2024 Credit Facility, and the liens on the collateral securing the Company's other secured debt. The granting of new security interests may require the releasing and retaking of security or otherwise create new hardening periods in certain jurisdictions. The applicable hardening period for these new security

interests will run from the moment each new security interest has been granted or perfected. At each time, if the security interest granted or recreated were to be enforced before the end of the respective hardening period applicable in such jurisdiction, it may be declared void or ineffective or it may not be possible to enforce it. Further, certain security documents governing the security interests granted by the guarantors provide that the amounts guaranteed by such security interests will be limited to the extent of the amount guaranteed by such guarantor. Therefore, limitations in the guarantees will also serve to limit the amounts guaranteed by the pledges of collateral.

***In the event of a bankruptcy of the Company or any of the guarantors, lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes may be deemed to have an unsecured claim to the extent that the Company's obligations in respect of the FY2024 Credit Facility and the Senior Secured 2029 Notes and all of its other obligations secured by the collateral exceed the value of the collateral available to secure the FY2024 Credit Facility and the Senior Secured 2029 Notes and such other obligations.***

No appraisal of the fair market value of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes has been made in connection therewith and the value of the collateral will depend on market and economic conditions, the availability of buyers and other factors. The book value of the collateral should not be relied on as a measure of realizable value for such assets. The Company cannot assure lenders under the FY2024 Credit Facility or holders of Senior Secured 2029 Notes of the value of the collateral or that the net proceeds received upon a sale of the collateral would be sufficient to repay all, or would not be substantially less than, amounts due under the FY2024 Credit Facility or the Senior Secured 2029 Notes following a foreclosure upon the collateral (and any payments in respect of prior liens) or a liquidation of the Company's assets or the assets of the guarantors that may grant these security interests (after taking into account all of the Company's other obligations that are also secured by the collateral on a first-priority basis).

In any bankruptcy or similar case with respect to the Company or any of the guarantors, it is possible that the bankruptcy trustee, the debtor-in-possession, any official committee of unsecured creditors appointed in such bankruptcy case or any unsecured creditors will assert that the value of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes and all of the Company's other obligations secured by the collateral is less than the aggregate amount of the principal and other amounts outstanding under the FY2024 Credit Facility and the Senior Secured 2029 Notes and such other obligations. Upon a finding by a court that the FY2024 Credit Facility and/or the Senior Secured 2029 Notes are under-collateralized, the claims in the bankruptcy or similar case with respect to the FY2024 Credit Facility and the Senior Secured 2029 Notes would be bifurcated between secured claims up to the value of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes, as applicable, and an unsecured claim for any deficiency.

In the event of a liquidation, foreclosure or similar proceeding, the value of the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes is subject to fluctuations based on factors that include general economic conditions, the actual fair market value of the collateral at such time, the timing and the manner of the sale and the availability of buyers and similar factors. The value of the assets pledged as collateral for the FY2024 Credit Facility and the Senior Secured 2029 Notes also could be impaired in the future as a result of the Company's failure to implement its business strategy, competition or other future trends. In addition, courts could limit recoverability with respect to the collateral if they apply certain laws to a proceeding and deem a portion of the interest claim usurious or in violation of applicable public policy. By its nature, some or all of the collateral may be illiquid and may have no readily ascertainable market value. Likewise, the Company cannot assure lenders under the FY2024 Credit Facility or holders of Senior Secured 2029 Notes that the collateral will be saleable or, if saleable, that there will not be substantial delays. A portion of the collateral may include assets that may only be usable, and thus retain value, as part of the Company's existing operating business. Accordingly, any such sale of the collateral separate from the sale of certain of the Company's operating businesses may not be feasible or of significant value. To the extent that liens, rights and easements granted to third parties encumber assets located on property owned by the Company or the guarantors or constitute senior, pari passu or subordinate liens on the collateral, those third parties have or may exercise rights and remedies with respect to the property subject to such encumbrances (including rights to require marshalling of assets) that could adversely affect the value of the collateral located at a particular site and the ability of the trustee to realize or foreclose on the collateral at that site. Other consequences of a finding of under-collateralization would include, among other things, a lack of entitlement on the part of the lenders under the FY2024 Credit Facility and holders of the Senior Secured 2029 Notes to receive post-petition interest, fees, costs and expenses otherwise payable under the FY2024 Credit Facility and the Senior Secured 2029 Notes. In addition, if any payments of post-petition

interest, fees, costs and expenses had been made on account of the FY2024 Credit Facility and/or the Senior Secured 2029 Notes at or before the time of such a finding of under-collateralization, those payments could be recharacterized as a reduction of the principal amount of the FY2024 Credit Facility and/or the Senior Secured 2029 Notes. For these purposes, the value of any collateral that the collateral trustee does not have a perfected security interest in will be zero.

***Lien searches may not reveal all liens on the collateral.***

The Company cannot guarantee that the lien searches on the collateral that secures the FY2024 Credit Facility and the Senior Secured 2029 Notes and any guarantees revealed any or all existing liens on such collateral. Any such existing lien, including undiscovered liens, could be significant, could be prior in ranking to the liens securing the FY2024 Credit Facility and the Senior Secured 2029 Notes and guarantees thereof and could have an adverse effect on the ability of the collateral agent under the FY2024 Credit Facility and the Senior Secured 2029 Notes collateral agent to realize or foreclose upon the collateral securing the FY2024 Credit Facility and the Senior Secured 2029 Notes.

***Any future pledge of collateral or guarantee might be avoidable in bankruptcy.***

Any security interests or guarantees issued after the issue date of the Senior Secured 2029 Notes and the date of the FY2024 Credit Facility may be treated under applicable bankruptcy, insolvency or similar laws as if they were delivered to secure or guarantee previously existing indebtedness. Accordingly, any future pledge of collateral or future issuance of a guarantee in favour of the Senior Secured 2029 Notes collateral agent, the holders of the Senior Secured 2029 Notes, or the collateral agent under the FY2024 Credit Facility, including pursuant to security documents or guarantees delivered in connection therewith after the applicable date, might be avoidable by the pledgor or guarantor (as debtor-in-possession) or by its trustee in bankruptcy (or potentially by certain of the Company's other creditors) as a preference or otherwise if certain events or circumstances exist or occur, including, among others, if (i) the pledgor or guarantor is insolvent at the time of the pledge or the issuance of the guarantee, (ii) the pledge or the issuance of the guarantee permits the holders of the Senior Secured 2029 Notes or lenders under the FY2024 Credit Facility to receive a greater recovery than they would receive if the pledge or guarantee had not been given and the pledgor or guarantor were liquidated, and (iii) a bankruptcy proceeding in respect of the pledgor or guarantor is commenced following the pledge or the perfection thereof or the issuance of the guarantee (as applicable). Accordingly, if the Company or any guarantor were to file for bankruptcy protection after the issue date of the Senior Secured 2029 Notes or the date of the FY2024 Credit Facility and (1) any liens not granted on the issue date of the Senior Secured 2029 Notes or date of the FY2024 Credit Facility were perfected, or (2) any guarantees not issued on the issue date of the Senior Secured 2029 Notes or the date of the FY2024 Credit Facility (as applicable) were issued, in such case before the commencement of such bankruptcy case, such liens or guarantees would be more likely to be avoided as a preference than if delivered and promptly recorded on the issue date of the Senior Secured 2029 Notes or the date of the FY2024 Credit Facility (even if the liens perfected or other guarantees issued on the issue date of the Senior Secured 2029 Notes or the date of the FY2024 Credit Facility would no longer be subject to such risk). To the extent that the grant of any such lien and/or guarantee is avoided as a preference or otherwise, holders of the Senior Secured 2029 Notes and lenders under the FY2024 Credit Facility would lose the benefit of the lien and/or guarantee (as applicable).

***Applicable fraudulent transfer laws may permit a court to void the Senior Secured 2029 Notes, the FY2024 Credit Facility or the guarantees and any related security, and if that occurs, holders of Senior Secured 2029 Notes and lenders under the FY2024 Credit Facility may not receive any payments thereunder.***

In Canada, where a debtor deals with its property in a manner that is prejudicial to certain of its creditors (particularly where such debtor is or becomes thereafter insolvent), such transactions by the debtor may be subject to challenge by creditors and the scrutiny of the Canadian court or officers of the Canadian court, such as a trustee in bankruptcy or monitor. Under most provincial and territorial preference and fraudulent conveyance statutes, the conveyance of property by a person will be subject to avoidance under certain circumstances if the conveyance is made with the intent to defeat, hinder, delay or defraud creditors or others of their just and lawful actions, suits, debts, accounts, damages, penalties or forfeitures. Under federal insolvency legislation, a Canadian court may review asset transfers and transactions undertaken by a debtor within specified time periods prior to the initiation of bankruptcy or insolvency proceedings and void (or not set up against the trustee in bankruptcy or monitor) such transfers and transactions if they are transfers at undervalue or preferences and meet certain criteria. If the Canadian court considers whether the

debtor was insolvent at the time of the conveyance or transfer or was rendered insolvent by the conveyance or transfer, as it may do depending on the circumstances and the applicable governing law, the Canadian court will generally consider an entity insolvent if:

- the sum of its debts, including contingent liabilities, is greater than the fair value of all its assets;
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its existing debts and liabilities, including contingent liabilities, as they become due; or
- it cannot pay its debts as they become due.

If a Canadian court were to find that the issuance of the Senior Secured 2029 Notes, the entering into of the FY2024 Credit Facility, the incurrence of a guarantee or the grant of security was a preference, fraudulent conveyance, transfer at undervalue, or otherwise void or unenforceable under provincial, territorial or federal law, the Canadian court could, among other things, void, set aside, subordinate or find ineffective the Senior Secured 2029 Notes, the FY2024 Credit Facility, the guarantees and/or grant of collateral, as applicable. In such circumstances, holders of Senior Secured 2029 Notes and/or lenders under the FY2024 Credit Facility may not receive any repayment on the Senior Secured 2029 Notes or the FY2024 Credit Facility, as applicable, and if a payment has been made under the Senior Secured 2029 Notes, the FY2024 Credit Facility, or a guarantee, as applicable, the recipient may be required to return such payment. Holders of Senior Secured 2029 Notes and lenders under the FY2024 Credit Facility may cease to have a claim in respect of the Senior Secured 2029 Notes, the FY2024 Credit Facility and/or the relevant guarantor.

Additionally, any future pledge of collateral in favour of the Senior Secured 2029 Notes collateral agent or the collateral agent under the FY2024 Credit Facility, including pursuant to security documents delivered after the date of the 2029 Notes Indenture or the date of the FY2024 Credit Facility, might be avoidable by the pledgor (as debtor in possession) or by its trustee in bankruptcy or similar official if certain events or circumstances exist or occur, including, among others, if the pledgor is insolvent at the time of the pledge, the pledge permits the holders of the Senior Secured 2029 Notes or lenders under the FY2024 Credit Facility to receive a greater recovery than if the pledge had not been given and a bankruptcy proceeding in respect of the pledgor is commenced following the pledge and within the period of time during which pledges are reviewable.

Further, Canadian corporate legislation in many jurisdictions, including the Province of Ontario, provides the relevant court with broad powers to make any interim or final order to rectify the matters complained of where it is satisfied that in respect of a corporation or any of its affiliates:

- any act or omission of the corporation or any of its affiliates effects a result,
- the business or affairs of the corporation or any of its affiliates are or have been carried on or conducted in a manner, or
- the powers of the directors of the corporation or any of its affiliates are, or have been, exercised in a manner,

that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer of the corporation. This is a flexible remedy that gives the court broad powers to apply in respect of any conduct that the court, in its discretion, determines to be oppressive. Generally, the relevant cases in Canada have held that a creditor may be entitled to an oppression remedy when the corporation has been used as a vehicle for committing fraud on the creditor, or when the conduct complained of breached the creditor's reasonable expectations arising from the circumstances of the creditor's relationship with the corporation. Each case will depend on its facts and whether an oppression remedy is granted will ultimately depend on whatever outcome seems fair, just and reasonable to the presiding judge based on the unique facts of the case at hand.

There are circumstances under English insolvency law in which the granting by an English company of security and guarantees can be challenged. In most cases, this will only arise if the English company is placed into administration or liquidation within a specified period of the granting of the guarantee or security. Therefore, if during the specified period an administrator or liquidator is appointed to an English company, the administrator or liquidator may challenge the validity of the security or guarantee given by such company or may elect to assign such a right of action (including their proceeds) to another party who would be entitled to pursue it. The holders of the Senior Secured 2029 Notes and the lenders under the FY2024 Credit Facility cannot be certain that, in the event that the onset of an English company's insolvency is within any of the requisite time periods specified under English insolvency law, the grant of a security

interest or guarantee in respect of the Senior Secured 2029 Notes or the FY2024 Credit Facility would not be challenged or that a court would uphold the transaction as valid.

***Upon a change of control of the Company, it may not have the funds necessary to finance the change of control offer required by the 2029 Notes Indenture, which would violate the terms of the Senior Secured 2029 Notes.***

Upon the occurrence of a Change of Control, an event of default will exist under the FY2024 Credit Facility. This would allow the lenders under the FY2024 Credit Facility to require repayment in full of the FY2024 Credit Facility, plus accrued and unpaid interest. Upon the occurrence of a Change of Control, holders of the Senior Secured 2029 Notes will have the right to require the Company to purchase all or any part of the Senior Secured 2029 Notes at a price equal to 101% of the principal amount, plus accrued and unpaid interest, if any, to the date of purchase. The Company may not have sufficient financial resources available to satisfy all of its obligations under the FY2024 Credit Facility and/or the Senior Secured 2029 Notes in the event of a Change of Control. Further, the Company will be contractually restricted under the terms of the FY2024 Credit Facility from repurchasing all of the Senior Secured 2029 Notes tendered upon a Change of Control. Accordingly, the Company may be unable to satisfy its obligations to repay the FY2024 Credit Facility (and accrued and unpaid interest) and/or purchase the Senior Secured 2029 Notes (and pay accrued and unpaid interest) unless it is able to refinance or obtain waivers under the FY2024 Credit Facility and/or the 2029 Notes Indenture. Such failure would result in an event of default under the FY2024 Credit Facility and/or under the 2029 Notes Indenture (and cross-default under the FY2024 Credit Facility and the 2029 Notes Indenture), each of which could have material adverse consequences for the Company, the lenders under the FY2024 Credit Facility and the holders of the Senior Secured 2029 Notes.

***Lenders under the FY2024 Credit Facility and/or holders of the Senior Secured 2029 Notes may not be able to determine when or whether a Change of Control has occurred following a sale of “substantially all” of the Company’s assets.***

The definition of Change of Control in the 2029 Notes Indenture and in the FY2024 Credit Facility includes a phrase relating to the sale of “all or substantially all” of the Company’s assets. There is no precise established definition of the phrase “substantially all” under applicable law. Accordingly, the ability of a holder of Senior Secured 2029 Notes to require the Company to repurchase its Senior Secured 2029 Notes as a result of a sale of less than all its assets to another person may be uncertain. Similarly, the ability of the lenders under the FY2024 Credit Facility to characterize the sale of less than all of the Company’s assets to another person as a Change of Control, which triggers an event of default under the FY2024 Credit Facility, may be uncertain.

### **Risks Related to the Debentures**

The risks outlined below apply to both the 2026 Debentures and the 2028 Debentures (collectively, the “**Debentures**”). The following summary of “risk factors” for the Debentures does not purport to be exhaustive or to summarize all the risks that may be associated with the Debentures. Additional risks and uncertainties not presently known to Dye & Durham, or that it believes to be immaterial, may impact holders of Debentures. Each potential investor is advised and expected to conduct its own investigation into the Company and to arrive at an independent evaluation of the investment.

#### ***No Public Market for the Debentures.***

The Debentures are not and will not be listed on a securities exchange or quotation system and consequently there is no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures. Future trading prices of the Debentures will depend on many factors, including but not limited to prevailing interest rates, the Company’s financial condition and results of operations, and the market for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing.

There can be no assurance that an active trading market will develop for the Debentures or, if developed, that such market will be sustained. This may affect the pricing of the Debentures in the secondary market, the transparency and availability of trading prices, the liquidity of the notes and the extent of issuer regulation.

***Ability to Satisfy Payments of Interest and Principal on the Debentures.***

There is no guarantee that the Company will have sufficient cash available to make interest and principal payments on the Debentures on a timely basis or at all. The likelihood that purchasers will receive the payments owing to them in connection with the Debentures will be dependent upon the financial health and creditworthiness of the Company and the ability of the Company to earn revenues. The Debentures are subordinated to the Company's senior indebtedness. This subordination may significantly reduce the possibilities for purchasers of obtaining payment of the amounts owed under the Debentures.

***Credit Risk and Prior Ranking Indebtedness; Absence of Covenant Protection.***

The Debentures are unsecured obligations of the Company and are subordinate in right of payment to all the Company's current and future senior indebtedness and will rank equally with one another and all other current and future unsecured liabilities of the Company. Therefore, if the Company becomes bankrupt, liquidates its assets, reorganizes or enters into certain other transactions, the Company's assets will be available to pay its obligations with respect to the Debentures only after it has paid all of its senior indebtedness in full. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding. The Debentures are also effectively and structurally subordinate to claims of creditors (including trade creditors) of the Company's subsidiaries. The Debenture Indenture does not prohibit or limit the ability of the Company or its subsidiaries to incur additional debt or liabilities (including senior indebtedness) or to make distributions on the Common Shares. The Debenture Indenture does not contain any provision specifically intended to protect holders of Debentures in the event of a future leveraged transaction involving the Company.

***Change of Control.***

The Company is required to offer to purchase all outstanding Debentures within 30 days following the occurrence of a Change of Control (as defined in the Debenture Indenture). However, it is possible that following a Change of Control (as defined in the Debenture Indenture), the Company will not have sufficient funds at that time to make the required purchase of outstanding Debentures or that restrictions contained in other indebtedness will restrict those purchases. The Company's failure to purchase the Debentures would constitute an event of default under the Debenture Indenture, which might constitute a default under the terms of the Company's other indebtedness, if any, at that time.

If a holder of Debentures converts its Debentures in connection with a Cash Conversion Option, the Company may, in certain circumstances, be required to increase the conversion rate of the Debentures. While the increased conversion rate is designed to compensate a holder of Debentures for the lost option time value of its Debentures as a result of a Cash Conversion Option in certain circumstances, the increased conversion rate amount is only an approximation of such lost value and may not adequately compensate the holder for such loss.

***Redemption Prior to Maturity Date.***

The Debentures will be redeemable, at the option of the Company, on and after the applicable Debenture Redemption Dates and prior to the applicable Debenture Maturity Dates, in whole or in part, from time to time, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption, provided that the current market price on the date on which notice of redemption is given is not less than 130% of the conversion price. Holders of Debentures should assume that this redemption option will be exercised if the Company is able to refinance at a lower interest rate or it is otherwise in the interest of the Company to redeem the Debentures.

***Conversion Following Certain Transactions.***

In the case of certain transactions, each Debenture may (i) become convertible into the securities, cash or property receivable by a holder of Common Shares based on the number of Common Shares into which the Debenture was convertible immediately prior to the transaction, or (ii) become convertible into certain prescribed securities with limited liquidity. These changes could substantially reduce or eliminate the value of the conversion privilege



associated with the Debentures in the future and result in the receipt of illiquid securities and thereby have a material adverse effect on the value of the Debentures.

***Cash Conversion Option.***

The Debentures, although generally convertible into Common Shares, permit the Company to elect to satisfy its obligation under the conversion right of investors by paying cash. Investors should be aware that the value paid pursuant to the Cash Conversion Option could be less than the principal amount of the Debentures, as the calculation is based on the trading prices of the Common Shares during the related Observation Period (as defined in the Debenture Indenture) and the number of Common Shares used to determine the cash value is based on the Conversion Price (as defined in the Debenture Indenture). Holders should also be aware that the tax consequences of receiving cash pursuant to the Cash Conversion Option differ from the tax consequences of receiving Common Shares pursuant to the conversion feature.

The Company's election to deliver cash in respect of the Cash Conversion Option may: (i) result in holders receiving no Common Shares upon conversion; (ii) result in a tax liability that otherwise would have been deferred upon a conversion of the Debentures for Common Shares until the Common Shares received on conversion were sold; and (iii) delay holders' receipt of the consideration due upon conversion. Pursuant to the Cash Conversion Option, the Company will pay the cash consideration due no later than the third business day after the last day of the related Observation Period (as defined in the Debenture Indenture), which will generally be 15 trading days after the holders surrender their Debentures for conversion.

If the Company has elected to deliver cash in respect of the conversion obligation, because the consideration due upon conversion is based on the trading prices of the Common Shares during the Observation Period (as defined in the Debenture Indenture), any decrease in the price of the Common Shares after a holder surrenders the Debentures for conversion may significantly decrease the value of the consideration a holder receives upon conversion.

***Prevailing Yields on Similar Securities.***

Prevailing yields on similar securities will affect the market value of the Debentures. Assuming all other factors remain unchanged, the market value of the Debentures will decline as prevailing yields for similar securities rise, and will likely increase as prevailing yields for similar securities decline.

***Possible Dilutive Effects on Holders of Common Shares.***

The Company may determine to redeem outstanding Debentures for Common Shares or to repay outstanding principal amounts and interest owing thereunder at the applicable Debenture Maturity Dates of the Debentures by issuing additional Common Shares. Accordingly, holders of Common Shares may suffer dilution.

***Shareholder Rights.***

Holders of Debentures will not be entitled to any rights with respect to the Common Shares (including, without limitation, voting rights and rights to receive any dividends or other distributions on the Common Shares, other than extraordinary dividends that the Board of Directors designates as payable to the holders of the Debentures), but if a holder of Debentures subsequently converts its Debentures into Common Shares, such holder will be subject to all changes affecting the Common Shares. Rights with respect to the Common Shares will arise only if and when the Company delivers Common Shares upon conversion of a Debenture and, to a limited extent, under the conversion rate adjustments applicable to the Debentures. For example, in the event that an amendment is proposed to the Company's constating documents requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to delivery of Common Shares to a holder, such holder will not be entitled to vote on the amendment, although such holder will nevertheless be subject to any changes in the powers or rights of Common Shares that result from such amendment.

***Book-Entry System.***

Unless and until certificated Debentures are issued in exchange for book-entry interests in the Debentures, owners of the book-entry interests will not be considered owners or holders of Debentures. Instead, the depository or its nominee will be the sole holder of the Debentures. Payments of principal, interest and other amounts owing on or in respect of the Debentures in global form will be made to the paying agent, which will make payments to CDS. Thereafter, such payments will be credited to CDS participants' accounts that hold book-entry interests in the notes in global form and credited by such participants to indirect participants. Unlike holders of the Debentures themselves, owners of book-entry interests will not have the direct right to act upon the Company's solicitations for consents or requests for waivers or other actions from holders of the Debentures. Instead, holders of beneficial interests in the Debentures will be permitted to act only to the extent such holders have received appropriate proxies to do so from CDS or, if applicable, a participant. There is no assurance that procedures implemented for the granting of such proxies will be sufficient to enable holders of beneficial interests in the Debentures to vote on any requested actions on a timely basis.

***Withholding and Change in Tax Laws.***

The Debenture Indenture does not contain a requirement that the Company increase the amount of interest or other payments to holders of Debentures in the event that the Company is required to withhold amounts in respect of income or similar taxes on payments of interest or other amounts on the Debentures. At present, the Company does not intend to withhold amounts from such payments to holders of Debentures that, for purposes of the Tax Act, are at the time of payment either (i) resident in Canada, or (ii) not resident in Canada and (A) deal at arm's length with the Company, and (B) are not deemed to receive such payments as dividends. However, no assurance can be given that the Tax Act and other applicable income tax laws will not be changed in a manner that may require the Company to withhold amounts in respect of tax payable on such amounts.

***Withholding and Participating Debt Interest.***

The Tax Act does not generally impose withholding tax on interest paid or credited to non-residents of Canada with whom the payor deals at arm's length. However, Canadian withholding tax does apply to payments of "participating debt interest", which is defined in the Tax Act as interest that is paid on an obligation where all or any portion of such interest is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any similar criterion.

Under the Tax Act, when a debenture or other debt obligation issued by a person resident in Canada is assigned or otherwise transferred by a non-resident person to a person resident in Canada (which would include a conversion or exchange of the obligation, and a redemption or payment on maturity), the amount, if any, by which the price for which the obligation was assigned or transferred exceeds the price for which the obligation was issued is deemed to be a payment of interest on that obligation made by the person resident in Canada to the non-resident (an "Excess").

The deeming rule does not apply in respect of certain "excluded obligations" (as defined in the Tax Act), although it is not clear whether a particular Debenture would qualify as an excluded obligation. If a Debenture is not an excluded obligation, the issues that arise are whether any such Excess is treated as participating debt interest, and if so, whether that results in all interest on the obligation being considered to be participating debt interest.

The CRA has stated that it would not consider the Excess to be participating debt interest, provided that the convertible debenture in question satisfied the requirements of a "standard convertible debenture" (as that term was defined in a letter from the Joint Committee on Taxation of the Canadian Bar Association and the Canadian Institute of Chartered Accountants dated May 10, 2010), and therefore there would be no withholding tax in such circumstances (provided generally that the payor and payee deal at arm's length for purposes of the Tax Act). The Company believes that the Debentures should generally meet the criteria set forth in the CRA's statement. However, the application of CRA's published guidance to the Debentures is uncertain and there is a risk that CRA could take the position that amounts paid or payable to a Non-Resident Holder of Debentures on account of interest or any Excess may be subject to Canadian withholding tax at a rate of 25% (subject to any reduction in accordance with any applicable income tax treaty).

## DIVIDENDS

The Company has made quarterly dividend payments in the amount of \$0.01875 per Common Share since its IPO. The declaration and payment of dividends on the Common Shares are at the sole discretion of the Board of Directors but will be dependent upon the Company's results of operations, financial condition, cash requirements, and other relevant factors. The Board's decision to pay a dividend reflects its confidence in Dye & Durham's business and is in line with the Company's dividend policy disclosed in its IPO prospectus dated July 13, 2020.

During the past three financial years, the Company has declared the following dividends on the Common Shares:

<u>Record Date</u>	<u>Payment Date</u>	<u>Dividend</u>
October 7, 2021	October 14, 2021	\$0.01875
December 9, 2021	December 16, 2021	\$0.01875
March 1, 2022	March 8, 2022	\$0.01875
June 10, 2022	June 17, 2022	\$0.01875
October 3, 2022	October 10, 2022	\$0.01875
November 16, 2022	November 23, 2022	\$0.01875
February 21, 2023	February 28, 2023	\$0.01875
May 17, 2023	May 24, 2023	\$0.01875
September 20, 2023	September 27, 2023	\$0.01875
November 8, 2023	November 15, 2023	\$0.01875
February 21, 2024	February 28, 2024	\$0.01875
May 21, 2024	May 28, 2024	\$0.01875

## DESCRIPTION OF CAPITAL STRUCTURE

*The following description of the Company's share capital summarizes certain provisions contained in its articles and by-laws. These summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Company's articles and by-laws, which have been filed under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).*

### Share Capital Information of the Company

The Company is authorized to issue an unlimited number of Common Shares. As of June 30, 2024, there were 66,912,747 Common Shares issued and outstanding.

### Common Shares

The holders of the Common Shares are entitled to receive notice of and to attend any shareholders' meetings and are entitled to one vote in respect of each Common Share held at such meetings.

The holders of the Common Shares are entitled to participate equally in dividends, if any, declared in the Common Shares.

In the event of the liquidation, dissolution or wind-up of the Company or other distribution of assets of the Company among shareholders for the purpose of winding-up the Company's affairs, the Common Shares shall rank equally as

to priority of distribution. Such distribution shall be made in equal amount per Common Share on all the Common Shares outstanding without preference or distinction.

Certain shareholders are entitled to certain pre-emptive rights to subscribe for additional Common Shares as set forth in the Investor Rights Agreement. See “Agreements with Shareholders – Investor Rights Agreement”.

## MARKET FOR SECURITIES

### Common Shares

The Common Shares are listed and posted for trading on the TSX under the symbol “DND”. The following table shows the monthly range of high and low prices per Common Share and total monthly volumes traded on the TSX for the periods indicated:

Month	High (C\$)	Low (C\$)	Volume
July 2023	21.21	17.57	2,106,004
August 2023	20.09	16.90	1,502,574
September 2023	20.54	12.66	4,632,893
October 2023	14.12	7.46	12,683,968
November 2023	14.33	8.00	8,869,157
December 2023	15.40	12.52	4,996,946
January 2024	14.23	12.15	4,920,972
February 2024	14.80	12.13	4,660,903
March 2024	16.34	12.77	4,880,362
April 2024	17.07	14.32	2,339,610
May 2024	15.02	11.97	3,527,227
June 2024	13.26	10.92	1,989,382

## AGREEMENTS WITH SHAREHOLDERS

### Registration Rights Agreements

In connection with its investment in Dye & Durham Corporation, Manulife was granted demand and piggyback registration rights, which rights shall terminate on July 17, 2025. Dye & Durham Corporation also granted piggyback registration rights to other holders of Series 2 Preferred Shares of Dye & Durham Corporation (the “**Series 2 Preferred Shares**”), which rights shall continue indefinitely. The registration rights of Manulife and the holders of Series 2 Preferred Shares were set out in registration rights agreements between Dye & Durham Corporation and each of Manulife and each of the holders of Series 2 Preferred Shares (the “**Registration Rights Agreements**”).

In connection with the closing of the IPO, the Registration Rights Agreements were assumed by the Company and all of the rights and obligations of Dye & Durham Corporation thereunder became the rights and obligations of the Company.

Subject to customary conditions set out in the Registration Rights Agreements: (a) Manulife is entitled to certain demand registration rights which enable it to require the Company to file a registration statement and/or a Canadian prospectus and otherwise assist with public offerings of the securities held by it under applicable securities laws, and (b) Manulife and the prior holders of Series 2 Preferred Shares are entitled to certain piggyback registration rights

permitting them to participate in public offerings, in each case accordance with the terms and conditions of the applicable Registration Rights Agreement. All costs and expenses associated with any demand or piggyback registration will be borne by the Company, other than underwriting discounts, commissions and transfer taxes, if any, attributable to the sale of the securities held by Manulife and/or the prior holders of Series 2 Preferred Shares, as applicable.

The Company will also be required to provide indemnification and contribution for the benefit of Manulife and/or the prior holders of Series 2 Preferred Shares, as applicable, and their respective affiliates and representatives in connection with any demand or piggyback registration with respect to (i) violations of Canadian or U.S. securities Laws; (ii) untrue statements; and (iii) material omissions, concerning the Company and made by the Company in any registration statement (including a prospectus) in connection with the demand or piggyback registration. Each of Manulife and the prior holders of Series 2 Preferred Shares is entitled to assign its rights under the applicable Registration Rights Agreement to any transferee of its securities who agrees with the Company to be bound by the terms and conditions of the Registration Rights Agreement.

### **Investor Rights Agreement**

The Company, Planthro and OneMove entered into the Investor Rights Agreement on July 17, 2020, to govern the rights of Planthro and OneMove as shareholders of the Company. The Investor Rights Agreement contains the following provisions, a summary of which is not intended to be complete.

#### ***Composition of the Board***

The Investor Rights Agreement provides that the Company's Chief Executive Officer shall be a nominee proposed for election to the Board.

#### ***Nomination Rights***

The Investor Rights Agreement provides that each of Planthro and OneMove shall be entitled to nominate one director as long as it owns, controls or directs more than 5% of the issued and outstanding Common Shares on a non-diluted basis (the "**Nomination Rights**").

So long as Planthro and/or OneMove has the right to nominate one director to the Board, Planthro and/or OneMove, as applicable, shall be entitled to have their director nominee, upon election to the Board, serve on a standing committee of the Board, provided that their director nominee is not one of the Company's officers and subject to applicable laws including laws related to independence. Additionally, as long as Planthro can nominate one director, Planthro shall be entitled to have their director nominee serve as Chair of the Board. Notwithstanding the foregoing, Planthro may not appoint Matthew Proud as Chair of the Board for so long as he is the Company's Chief Executive Officer. Planthro and OneMove each currently own greater than 5% of the Company's issued and outstanding Common Shares on a non-diluted basis.

In addition, it is the Company's position that the Investor Rights Agreement requires, among other things, that OneMove and Planthro act consistently with the terms of the Investor Rights Agreement and to ensure as best they each can that the terms of the Investor Rights Agreement are given full effect. As described earlier in this AIF, while not ruling specifically on the issue at the time, Justice Penny of the Ontario Superior Court (Commercial List) has expressly stated that it seems to be a breach of the Investor Rights Agreement for OneMove to vote its shares against the CEO or Planthro's nominee, or against Planthro's nominee becoming Chair.

As of June 30, 2024, Ronnie Wahi was Planthro's nominee and Edward D. (Ted) Prittie was OneMove's nominee.

#### ***Registration Rights***

Subject to the terms and conditions of the Investor Rights Agreement, only if the registration rights granted pursuant to the Registration Rights Agreement between the Company and Manulife are no longer available, Planthro and OneMove will each have the right so long as each holds at least 10% of the then-outstanding Common Shares (on a

non-diluted basis) (the “**Demand Registration Rights**”) to require the Company to use reasonable commercial efforts to file on one or more prospectuses with applicable Canadian securities regulatory authorities, all or a portion of the Common Shares held by Plantro or OneMove respectively, for distribution to the public (a “**Demand Distribution**”), provided that the Company will not be obliged to effect (i) more than two Demand Distributions in any 12-month period or (ii) any Demand Distribution where the value of the Common Shares offered under such demand registration is less than \$10 million. The Company may also distribute Common Shares in connection with a Demand Distribution provided that if the Demand Distribution involves an underwriting and the lead underwriter determines that the total number of Common Shares to be included in such Demand Distribution should be limited for certain prescribed reasons, the Common Shares to be included in the Demand Distribution will first be allocated to Plantro and OneMove.

Subject to the terms and conditions of the Investor Rights Agreement, only if the registration rights granted pursuant to Registration Rights Agreement between the Company and Manulife are no longer available, Plantro and OneMove will each have the right so long as each holds at least 10% of the then-outstanding Common Shares (on a non-diluted basis) (the “**Piggy-Back Registration Rights**”) to require the Company to include its Common Shares in any future public offerings undertaken by the Company by way of prospectus that it may file with applicable Canadian securities regulatory authorities (a “**Piggy-Back Distribution**”). The Company will be required to use reasonable commercial efforts to cause to be included in the Piggy-Back Distribution all of the Common Shares that Plantro or OneMove requests to be sold, provided that if the Piggy-Back Distribution involves an underwriting and the lead underwriter determines that the total number of Common Shares to be included in such Piggy-Back Distribution should be limited for certain prescribed reasons, the Common Shares to be included in the Piggy-Back Distribution will first be allocated to the Company.

The Demand Registration Right and Piggy-Back Registration Right are subject to various conditions and limitations, and the Company is entitled to defer any Demand Distribution in certain circumstances for a period not exceeding 90 days. The expenses in respect of a Demand Distribution, subject to certain exceptions, will be borne by the Company and Plantro and/or OneMove, as applicable, on a proportionate basis according to the number of Common Shares distributed by each. The expenses in respect of a Piggy-Back Distribution, subject to certain exceptions, will be borne by the Company, except that any underwriting fee on the sale of Common Shares by Plantro and/or OneMove and the fees of their external legal counsel will be borne by Plantro and/or OneMove, as applicable.

Pursuant to the Investor Rights Agreement, the Company will indemnify Plantro and OneMove for any misrepresentation in a prospectus under which Plantro’s or OneMove’s Common Shares are distributed (other than in respect of any prospectus disclosure provided by Plantro or OneMove in respect of Plantro or OneMove, respectively). Plantro and OneMove will indemnify the Company for any prospectus disclosure provided by the Plantro and OneMove in respect of Plantro and OneMove, respectively.

### ***Pre-Emptive Rights***

In the event that the Company or any of its subsidiaries decides to issue Common Shares or any type of securities convertible into or exchangeable or redeemable for Common Shares or an option or other right to acquire such securities, Plantro and OneMove, for so long as each continues to own at least 10% of the issued and outstanding Common Shares on a non-diluted basis, shall each have pre-emptive rights (the “**Pre-Emptive Rights**”) to purchase Common Shares or such other securities as are being contemplated for issuance to maintain its pro rata ownership interest. Notice of exercise of such rights is to be provided in advance of the commencement of any offering of securities of the Company or such other securities as are being contemplated for issuance and otherwise in accordance with the terms and conditions to set out in the Investor Rights Agreement. Pursuant to the Investor Rights Agreement, the pre-emptive rights will not apply to issuances in the following circumstances:

- (a) to participants in any distribution reinvestment plan or similar plan;
- (b) in respect of the exercise of options, warrants, rights or other securities issued under equity based compensation arrangements of the Company, which for clarity shall include any employee share purchase plan adopted by the Company;
- (c) to holders of Common Shares in lieu of cash dividends;

- (d) exercise by a holder of a conversion, exchange or other similar right pursuant to the terms of a security in respect of which Plantro and/or OneMove did not exercise, failed to exercise, or waived its pre-emptive right or in respect of which the pre-emptive right did not apply;
- (e) pursuant to a shareholders' rights plan of the Company;
- (f) to the Company or any subsidiary of the Company;
- (g) pursuant to a share split, stock dividend or any similar recapitalization; and
- (h) pursuant to any bona fide arm's length acquisition by the Company of the shares, assets, properties or business of any person.

### **DIRECTORS AND EXECUTIVE OFFICERS**

Pursuant to the articles of the Company, the Company's Board of Directors shall consist of a minimum of 3 and a maximum of 20 directors. The directors of the Company shall hold office until the next annual meeting of shareholders or until their resignation or removal or until their respective successors have been duly elected or appointed.

#### **Name, Occupation and Security Holdings**

As of the date hereof, the following are the names and municipalities of residence of the Company's directors and executive officers, their positions and offices with the Company and corresponding start dates, and their principal occupations during the last five years:

<b>Name, Province or State and Country of Residence <sup>(1)</sup></b>	<b>Office held with Dye &amp; Durham</b>	<b>Director and/or Executive Officer since</b>	<b>Present principal occupation and positions held<sup>(2)</sup></b>
<b>Colleen Moorehead</b> <sup>(3), (4)</sup> Ontario, Canada	Chair	December 2023	Corporate Director and Business Executive
<b>Matthew Proud</b> Ontario, Canada	Global Chief Executive Officer and Director	March 2013 <sup>(5)</sup>	Global Chief Executive Officer and Director of Dye & Durham
<b>Brian L. Derksen</b> <sup>(6)</sup> Texas, USA	Director	August 2018	Corporate Director
<b>Peter Brimm</b> <sup>(3), (6)</sup> Ontario, Canada	Director	December 2023	Corporate Director and Financial Executive
<b>Edward (Ted) D. Prittie</b> <sup>(3), (4)</sup> Dubai, United Arab Emirates	Director	July 2020	Chief Executive Officer of RIM Incorporated
<b>Ronnie Wahi</b> <sup>(4), (6)</sup> British Columbia, Canada	Director	December 2021	Corporate Director and Financial Executive
<b>Frank Di Liso</b> Ontario, Canada	Chief Financial Officer	September 2022 <sup>(7)</sup>	Chief Financial Officer of Dye & Durham
<b>Martha Vallance</b> Ontario, Canada	Chief Operating Officer	December 2021 <sup>(8)</sup>	Chief Operating Officer of Dye & Durham
<b>Yves Denommé</b> Ontario, Canada	Chief Executive Officer, Financial Solutions Division	August 2024 <sup>(9)</sup>	Chief Executive Officer of Dye & Durham's Financial Solutions Division

Notes:

- (1) The Board has determined that Matthew Proud, the Global Chief Executive Officer of Dye & Durham is not considered independent. Each of Colleen Moorehead, Brian L. Derksen, Peter Brimm, Edward D. (Ted) Prittie and Ronnie Wahi are considered independent.
- (2) Each of the persons has held these positions for five years other than as described below.
- (3) Member of the Compensation Committee. The Compensation Committee is chaired by Edward (Ted) D. Prittie.
- (4) Member of the Corporate Governance and Nominating Committee. The Corporate Governance and Nominating Committee is chaired by Colleen Moorehead.
- (5) Matthew Proud was appointed Chief Executive Officer in March 2014.
- (6) Member of the Audit Committee. The Audit Committee is chaired by Ronnie Wahi.
- (7) Frank Di Liso served as the interim Chief Financial Officer at TMX Group Limited from August 2020 to June 2021. Previously, he served as the VP, Corporate Finance and Administration at TMX Group from December 2014.
- (8) Martha Vallance worked in Corporate Development at Dye & Durham from August 2020 to November 2021 prior to being appointed as Chief Operating Officer of Dye & Durham in December 2021. Prior to joining Dye & Durham in August 2020, Martha Vallance worked at BMO Capital Markets in a variety of positions, including: Director, Equity Capital Markets, Director, Mergers & Acquisitions, and Vice President, Mergers & Acquisitions.
- (9) Prior to his role at Dye & Durham, Mr. Denommé served as Managing Director of OSG Insights from October 2023 to August 2024, providing consulting and advisory services in operations, strategy, and governance. From February 2021 to September 2023, he was the Executive Vice President of Operations at Laurentian Bank of Canada. From October 2016 to February 2021, Mr. Denommé was the SVP, Registry Technologies at Teranet Inc.

### **Security Holding**

As of June 30, 2024, as a group, the directors and executive officers of the Company owned, controlled or directed, directly or indirectly, 801,380 Common Shares, representing approximately 1.2% of the issued and outstanding Common Shares, as of June 30, 2024. The foregoing does not take into account Common Shares to be issued upon the potential exercise of options or deferred share units.

### **Directors**

#### ***Colleen Moorehead***

Colleen Moorehead is the former Chief Client Officer at Osler, Hoskin & Harcourt LLP, retiring in February 2024. In this role, she focused on building and deepening client relationships while providing advice and guidance on new markets and business development opportunities.

Ms. Moorehead was a founder, director and president of E\*TRADE Canada (ETC-T), building the firm from its pioneering roots as an ecommerce start-up to the largest independent online investment firm in Canada until its sale to Scotiabank in 2008. She has also held several other senior roles in the financial services industry that spans over 35 years at Merrill Lynch, CIBC World Markets, Signal Hill Private Equity and East Coast Asset Management. She was a member of the Board of Directors of Solium (SUM-T) for almost 10 years, until it was acquired by Morgan Stanley in 2019. She was also a past director of Merrco Payments processing.

Ms. Moorehead is a respected business leader with senior management experience in financial services, technology, business and web-based services. She is an operating advisor of Vertu Capital and a member of the advisory boards of NovaCap Financial Services Fund and INovia Venture Capital. Ms. Moorehead is also co-chair of Kids Help Fund Capital Campaign.

#### ***Brian L. Derksen***

Brian L. Derksen is a member of the Board and former Chair of the Board. In addition, Mr. Derksen currently serves on the board of directors of two other companies, Oneok, Inc. and Brookshire Grocery Company. He had a 36-year career with Deloitte LLP before retiring in 2014. During his tenure with Deloitte, Mr. Derksen held many senior management roles including the position of Deputy Chief Executive Officer, and served on Deloitte's Global board of directors for 12 years. He also previously served on the national Board of the American Red Cross, the national Board of the U.S. Chamber of Commerce and the Board of Visitors of Duke University's Fuqua School of Business.



Mr. Derksen holds a BSc from the University of Saskatchewan, an MBA from Duke University's Fuqua School of Business and is a U.S. Certified Public Accountant.

***Matthew Proud***

Matthew Proud is the Company's Global Chief Executive Officer, a position he has held since 2014, when he was Chief Executive Officer of OneMove Technologies Inc., a predecessor to the Company. Mr. Proud's extensive business and operations experience has been the driving force behind Dye & Durham's growth. Mr. Proud is passionate about the continual reinforcement of Dye & Durham's vision, values, and goals. Under his leadership, Dye & Durham's business has grown through multiple acquisitions and partnerships. In 2018, Mr. Proud's leadership was recognized when he was announced as one of CNW Group/The Caldwell Partners International Inc.'s Canada's Top 40 Under 40 Honourees. Mr. Proud holds a BA from the University of Cambridge and a Bachelor of Laws from the University of Buckingham.

***Peter Brimm***

Mr. Brimm is a member of the Board. He is currently the President of Envoy Holdings Ltd., the holding company for a multi-generational family traditionally investing in residential real estate in Ontario, Canada. He is also a member of the Board of Directors of Collecdev Markee, a fully integrated condo/apartment developer performing all aspects of acquisition, planning and development, sales and marketing and construction.

Prior, he was Executive Vice President of Strategy and Innovation at Shiplake Properties (an Envoy Holdings subsidiary) from January 2023 to December 2023, where he worked with the rest of the senior management team to optimize people, processes and systems to drive a high-performance culture and prepare a multi-generational family real estate business for its next phase of growth. Prior to that he was Growth Officer at Leap Tools (an augmented reality software company in the home renovation space) from March 2020 to January 2023, where he helped the organization achieve approximately 4 times revenue growth in under 3 years while growing the team to over 170 employees and contractors in over 6 countries. Prior to that, he was the Head of Fundamental Research and Portfolio Manager at Picton Mahoney Asset Management from May 2015 to March 2020, where he managed the firm's research process and fundamental research team. Mr. Brimm has also been a Guest Lecturer at various universities and MBA programs since January 2008. Mr. Brimm has over 20 years of capital allocation, investing, and operating experience across multiple industries as a strategy and operations consultant, C-Suite executive and investor.

Mr. Brimm holds a BA degree in Business Economics from University of California, Los Angeles, an MBA from the Stanford University Graduate School of Business and is a CFA charterholder.

***Edward (Ted) D. Prittie***

Edward (Ted) D. Prittie is currently Chief Executive Officer of RIM Incorporated. RIM is a Joint Venture with Iron Mountain. Mr. Prittie is the majority owner, with Iron Mountain holding a minority shareholding. RIM is focused on building the leading document storage business in Sub-Saharan Africa. Prior to founding RIM, Mr. Prittie was the founder of DocuGuard Ltd., the leading document storage company in Eastern Europe. DocuGuard was acquired by Iron Mountain in 2004, after which Mr. Prittie joined the senior executive team of Iron Mountain as SVP Emerging Markets and for 14 years was responsible for Iron Mountain's Emerging Markets business unit and Emerging markets M&A. During his time at Iron Mountain, Mr. Prittie was responsible for Iron Mountain entering 15 new countries and acquiring 35+ companies. Mr. Prittie holds a BA in Economics from the University of Western Ontario. He is currently based in Dubai, United Arab Emirates.

***Ronnie Wahi***

Ronnie Wahi is an entrepreneur with investments in several private companies, advising them on growth and transition. Mr. Wahi has over 30 years of experience focused around building technology companies. He has also held a variety of senior positions, including CFO for D&D Corporation from its inception until August 2017. Mr. Wahi was also one of the original shareholders in OneMove Technologies Inc., a predecessor to the Company. He holds a

BSc in Computing Science from Staffordshire University in England, and a CPA, CMA designation from the Certified Management Accountants Society of British Columbia.

### **Executive Officers**

#### ***Matthew Proud, Global Chief Executive Officer and Director***

See Matthew Proud's biography in this section under the heading "Directors".

#### ***Frank Di Liso, Chief Financial Officer***

Frank Di Liso is the Company's Chief Financial Officer. He is a seasoned executive with more than 20 years of progressively senior finance experience, including the role of interim Chief Financial Officer at TMX Group Limited, which he held from August 2020 to June 2021. Most recently, he served in the role of VP, Corporate Finance and Administration at TMX Group, leading teams across the company's enterprise performance management, reporting, planning and administration functions. Mr. Di Liso has also served as Chair of the Audit Committee for BOX Options Market LLC, an equity options market in the U.S. He has also served as CFO of the Canadian Depository of Securities since 2018, and Treasurer of the Canadian Derivatives Clearing Corporation since 2014. Prior to joining TMX Group, Mr. Di Liso held senior roles in the finance departments at two of the country's largest telecommunications companies. He obtained his Chartered Accountant designation from the Institute of Chartered Accountants of Ontario in 2001 and graduated from the University of Toronto with a Business Administration degree (Honours).

#### ***Martha Vallance, Chief Operating Officer***

Martha Vallance is the Company's Chief Operating Officer with responsibility for teams across operations, integration, and corporate development. She joined the Company in 2020 and has been critically involved in the Company's growth and acquisition strategy. Prior to this, Ms. Vallance spent over 12 years in Investment & Corporate Banking at BMO Capital Markets, most recently holding senior roles within their Mergers & Acquisitions and Equity Capital Markets teams. In this capacity, she supported companies in achieving their strategic objectives by advising them on complex transactions relating to acquisitions and sales (in each case, of both public companies and privately held assets), mergers, joint ventures and equity capital raising activities. In addition, Ms. Vallance served as a Director on the Board of TMAC Resources, a TSX listed mining company, during the sale of the company which concluded in January 2021. She holds a Bachelor of Commerce from Queen's University in Kingston, Ontario.

#### ***Yves Denommé, Chief Executive Officer of Dye & Durham's Financial Solutions Division***

Yves Denommé is the CEO of Dye and Durham's Financial Solutions division. His general management experience spans 25+ years across the financial services, technology, and real estate sectors. He previously worked at D+H, a leading Canadian Fintech company, as the Executive Vice-President in charge of global operations, business transformation and value creation. He also served as SVP of the Registry platforms at Teranet, and most recently as EVP, Operations at Laurentian Bank. Mr. Denommé graduated from McMaster University's Engineering & Management program (honours) and obtained his MBA from the Rotman School of business at the University of Toronto (bregman scholar). He completed the Chartered Director program in 2020 (C-Dir). Mr. Denommé previously served on several boards including Unity Health Toronto, a large health network comprised of three large hospitals, Foster Moore, a global software development company, as well as several subsidiaries of Davis + Henderson, and Laurentian Bank.

### **Audit Committee Information**

The Company's current Audit Committee consists of Ronnie Wahi (Chair), Brian Derksen and Peter Brimm, each of whom is and must at all times be financially literate. Messrs. Wahi, Derksen and Brimm are considered independent within the meaning of NI 52-110. The relevant education and experience of each member of the Audit Committee is described as part of their respective biographies above under "Directors and Executive Officers – Directors". The Board has adopted a written Charter for the Audit Committee, which sets out the Audit Committee's responsibility in reviewing and approving the financial statements of Dye & Durham and public disclosure documents containing

financial information and reporting on such review to the Board, ensuring that adequate procedures are in place for the reviewing of Dye & Durham’s public disclosure documents that contain financial information, overseeing the work and reviewing the independence of the external auditors. The text of the Charter of the Audit Committee is appended hereto as Appendix A.

The members of the Audit Committee will be appointed annually by the Board, and each member of the Audit Committee will serve at the request of the Board until the member resigns, is removed, or ceases to be a member of the Board.

All non-audit services to be provided by the Company’s external auditor are required to be pre-approved by the Audit Committee.

### **External Audit Service Fees**

The fees billed to Dye & Durham by its auditor for Fiscal 2024 and Fiscal 2023 were as follows:

<u>Year</u>	<u>Audit Fees<sup>(1)</sup></u>	<u>Audit-Related Fees<sup>(2)</sup></u>	<u>Tax Fees<sup>(3)</sup></u>	<u>All Other Fees<sup>(4)</sup></u>
2024	1,858,000	652,000	63,000	-
2023	2,129,235	1,734,817	33,837	-

Notes:

- (1) The aggregate of fees billed for audit services relating to the audit of the Company.
- (2) The aggregate fees incurred for professional services rendered for general accounting advice and due diligence relating to mergers and acquisitions.
- (3) The aggregate fees billed for professional services rendered for tax compliance, tax advice and tax planning, including the preparation of corporate tax returns and general tax advisory services.
- (4) The aggregate fees incurred for products and services other than set out under the headings, “Audit Fees”, “Audit Related Fees” and “Tax Fees”.

### **Cease Trade Orders, Bankruptcies, Penalties or Sanctions**

To the knowledge of the Company:

- (a) no director or executive officer of the Company (or a personal holding company of such person) is, as at the date of this AIF or was within the last 10 years, a director, chief executive officer or chief financial officer of any company that was subject to a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued: (i) while the person was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was issued after the person ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, trustee, chief executive officer or chief financial officer;
- (b) no director or executive officer of the Company, or no shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, (i) is, as at the date of this AIF or has been within the last 10 years, a director, trustee or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; (ii) has in the last 10 years before the date of this AIF, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings,

arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold such person's assets; (iii) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (iv) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

### **Conflicts of Interest**

To the knowledge of Dye & Durham, there are no existing or potentially material conflicts of interest between Dye & Durham or a subsidiary of Dye & Durham and any director or officer of Dye & Durham or of a subsidiary of Dye & Durham, other than as described elsewhere in this AIF.

### **LEGAL PROCEEDINGS AND REGULATORY ACTIONS**

As disclosed in this AIF, on July 8, 2024, OneMove commenced an application in the Ontario Superior Court (Commercial List) against the Company in respect of OneMove's Proposal to remove director Edward D. Prittie from the Board and on July 12, 2024, the Company commenced an application against OneMove and Tyler Proud in respect of, among other things, OneMove's Proposal to remove Mr. Prittie from the Board.

On September 17, 2024, the Court released a decision in the aforementioned litigation with OneMove, wherein Justice Penny held, among other things, that OneMove's Proposal cannot be used for the purposes of removing Mr. Prittie from the Board. The Court accordingly denied OneMove's application. While Justice Penny did not specifically at the time make a declaratory order or grant an injunction regarding the constraints under the Investor Rights Agreement that may exist on OneMove's ability to vote against or oppose Plantro's nominees to the Board or to the role of Chair, he expressly stated that it would seem to be a breach of the Investor Rights Agreement for OneMove to vote its shares against the CEO or Plantro's nominee or against Plantro's nominee becoming Chair. Justice Penny also held that the Company's application against OneMove for damages for breach of contract, and any further issues arising out of the Company's application against OneMove that were not argued at the hearing, should be addressed at a future case conference before the Court if they are to be pursued.

The Company is from time to time involved in legal proceedings of a nature considered normal to its business. Other than as disclosed in this AIF, the Company believes that none of the litigation in which the Company is currently involved, or has been involved since the beginning of the most recently completed financial year, individually or in the aggregate, is material to its consolidated financial condition or results of operations.

### **INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS**

To the knowledge of the Company, there are no material interests, direct or indirect, of any of the Company's directors or executive officers, any shareholder that beneficially owns, or controls or directs (directly or indirectly), more than 10% of any class or series of the Company's outstanding voting securities, or any associate or affiliate of any of the foregoing persons, in any transaction within the three years before the date hereof that has materially affected or is reasonably expected to materially affect the Company or any of its subsidiaries.

### **TRANSFER AGENT AND REGISTRAR**

The Company's transfer agent and registrar is Computershare Trust Company of Canada at its principal office in Toronto, Ontario.

## **MATERIAL CONTRACTS**

The only material contracts, other than those contracts entered into in the ordinary course of business, which the Company has entered into since the beginning of the last fiscal year or before the date of this AIF still in effect, are as follows:

- the Investor Rights Agreement, as described under “Agreements with Shareholders – Investor Rights Agreement”;
- the IPO Underwriting Agreement, as described in the Company’s IPO prospectus dated July 13, 2020;
- the November 2020 Underwriting Agreement, as described in the Company’s prospectus supplement dated November 19, 2021;
- the January 2021 Underwriting Agreement, as described in the Company’s prospectus supplement dated January 6, 2021;
- the February 2021 Underwriting Agreement, as described in the Company’s prospectus supplement dated February 18, 2021;
- the Original Indenture, as described in the Company’s prospectus supplement dated February 18, 2021;
- the underwriting agreement dated January 22, 2024 in respect of the 2024 Bought Deal;
- the Supplemental Indenture in respect of the 2028 Debentures as described herein;
- the FY2024 Credit Facility dated April 11, 2024, as described under “Borrowing and Credit Facilities - Credit Facility”; and
- the 2029 Notes Indenture.

Copies of these agreements are available under the Company’s profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

## **EXPERTS**

The Company’s auditor, Ernst & Young LLP, Chartered Accountants, located at 100 Adelaide St W, Toronto, ON M5H 0B3 has audited the consolidated financial statements of the Company as at June 30, 2024, and for the year then ended. Ernst & Young LLP has advised the Company that it is independent in the context of the CPA Code of Professional Conduct of the Chartered Professional Accountants of Ontario.

To the knowledge of the Company, none of the experts so named (or any of the designated professionals thereof) held securities representing more than 1% of all issued and outstanding Common Shares as at the date of the statement, report or valuation in question.

## **ADDITIONAL INFORMATION**

Additional information relating to the Company may be found at SEDAR+, which can be accessed at [www.sedarplus.ca](http://www.sedarplus.ca). Additional information, including directors’ and officers’ remuneration and indebtedness, principal holders of the Company’s securities and securities authorized for issuance under equity compensation plans, if applicable, will be contained in the Company’s information circular for its upcoming annual meeting of shareholders. Additional financial information is provided in the Company’s financial statements and management’s discussion and analysis for the financial year ending June 30, 2024.

## GLOSSARY OF TERMS

“**AIF**” means this Annual Information Form.

“**AML**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Business and Our Industry”.

“**Ares Credit Facility**” has the meaning set out under the heading “General Development of the Business”.

“**Audit Committee**” means the Audit Committee of the Board.

“**BIA**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Indebtedness and the Senior Secured 2029 Notes”.

“**Board**” or “**Board of Directors**” means the board of directors of Dye & Durham.

“**2024 Bought Deal**” means the bought deal offering of 11,960,000 Common Shares at a price of \$12.10 per Common Share for gross proceeds to the Company of approximately \$145 million that closed on February 6, 2024.

“**Cash Conversion Option**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2026 Cash Conversion Option**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2028 Cash Conversion Option**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**Canadian insolvency law**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Indebtedness and the Senior Secured 2029 Notes”.

“**CCAA**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Indebtedness and the Senior Secured 2029 Notes”.

“**Change of Control**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Indebtedness and the Senior Secured 2029 Notes”.

“**cloud**” means remote servers hosted on the internet rather than a local server or a personal computer.

“**CMA**” has the meaning set out under the heading “General Development of the Business”.

“**Common Shares**” means the common shares of the Company.

“**Company**” means Dye & Durham Limited, its subsidiaries or its predecessors, as the context requires.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Corporate Governance and Nominating Committee**” means the Corporate Governance and Nominating Committee of the Board.

“**Court**” has the meaning set out under the heading “General Development of the Business”.

“**COVID-19**” means the novel coronavirus named COVID-19.

“**CRA**” means the Canadian Revenue Agency.

“**Debenture Indenture**” means the Original Indenture together with the Supplemental Indenture.

“**Debenture Maturity Dates**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2026 Debenture Maturity Date**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2028 Debenture Maturity Dates**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**Debenture Redemption Dates**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2026 Debenture Redemption Dates**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**2028 Debenture Redemption Dates**” has the meaning set out under the heading “Borrowing and Credit Facilities – Debentures”.

“**Debentures**” means, collectively, the 2026 Debentures and 2028 Debentures, as applicable.

“**2026 Debentures**” means the 3.75% convertible senior unsecured debentures of the Company due March 1, 2026.

“**2028 Debentures**” means the 6.50% senior unsecured extendible convertible debentures of the Company due November 1, 2028.

“**Demand Registration Right**” has the meaning set out under the heading “Agreements with Shareholders — Investor Rights Agreement”.

“**DDTL Facility**” has the meaning set out under the heading “General Development of the Business”.

“**Dye & Durham**” means Dye & Durham Limited, its subsidiaries or its predecessors, as the context requires.

“**EMF**” has the meaning set out under the heading “Risk Factors – Risks Related to Our Business and Our Industry”.

“**Enterprise Act**” has the meaning set out under the heading “General Development of the Business”.

“**FCA**” has the meaning set out under the heading “General Development of the Business”.

“**February 2021 Underwriting Agreement**” means the underwriting agreement dated February 18, 2021, among the Company, Canaccord Genuity Corp., BMO Nesbitt Burns Inc., Scotia Capital Markets Inc., CIBC World Markets Inc., Raymond James Ltd., INFOR Financial Inc. and National Bank Financial Inc.

“**Fiscal 2022**” means the 12 month period ending June 30, 2022.

“**Fiscal 2023**” means the 12 month period ending June 30, 2023.

“**Fiscal 2024**” means the 12 month period ending June 30, 2024.

“**FY2024 Credit Facility**” has the meaning set out under the heading “General Development of the Business”.

“**GDPR**” means the European Union’s General Data Protection Regulation.

“**IEO**” has the meaning set out under the heading “General Development of the Business”.

“**Initial Term Loan**” has the meaning set out under the heading “General Development of the Business”.

“**Investor Rights Agreement**” means the investor rights agreement dated July 17, 2020, entered into by the Company, Plantro and OneMove more particularly described under the heading “Agreements with Shareholders – Investor Rights Agreement”.

“**IPO**” has the meaning set out under the heading “General Development of the Business”.

“**IPO Underwriting Agreement**” means the underwriting agreement dated July 13, 2020, among the Company, Plantro, OneMove, Wahi Investments Inc., Canaccord Genuity Corp., Scotia Capital Inc., BMO Nesbitt Burns Inc., INFOR Financial Inc. and Raymond James Ltd.

“**January 2021 Underwriting Agreement**” means the underwriting agreement dated January 6, 2021, among the Company, Plantro, Manulife, OneMove, Charlie MacCready, Eric Tong, John Robinson, Canaccord Genuity Corp., Scotia Capital Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., INFOR Financial Inc. and Raymond James Ltd.

“**Link**” has the meaning set out under the heading “General Developments of the Business”.

“**Link Group Draft Warning Notice**” has the meaning set out under the heading “General Developments of the Business”.

“**LPMS**” has the meaning set out under the heading “Description of the Business – Overview”.

“**Manulife**” means Manulife Capital Inc., or an affiliate thereof, as the context requires.

“**New Revolving Facility**” has the meaning set out under the heading “General Development of the Business”.

“**NI 52-109**” means National Instrument 52-109 – *Certification of Disclosure in Issuers’ Annual and Interim Filing*.

“**NI 52-110**” means National Instrument 52-110 – *Audit Committees*.

“**Nomination Rights**” has the meaning set out under the heading “Agreements with Shareholders — Investor Rights Agreement”.

“**Non-Resident Holder of Debentures**” means a holder of Debentures that, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention: (i) is neither a resident of Canada nor deemed to be resident in Canada, (ii) does not use or hold, is not deemed to use or hold and will not use or hold, the Debentures or the Common Shares in carrying on a business in Canada, (iii) is entitled to receive all payments (including interest and principal) in respect of Debentures or Common Shares (including dividends, if any), and (iv) deals at arm’s length with any transferee that is resident in Canada and to whom the holder disposes of a Debenture.

“**2029 Notes Indenture**” means the indenture governing the terms of the Senior Secured 2029 Notes.

“**November 2020 Underwriting Agreement**” means the underwriting agreement dated November 13, 2020, among the Company, Scotia Capital Inc., Canaccord Genuity Corp., BMO Nesbitt Burns Inc., Raymond James Ltd. and INFOR Financial Inc.

“**NSIA**” has the meaning set out under the heading “Regulatory Environment”.

“**OBCA**” means the *Business Corporations Act* (Ontario).

“**OneMove**” means OneMove Capital Inc., formerly known as Seastone Invest Limited.

“**OneMove’s Proposal**” has the meaning set out under the heading “General Development of the Business”.



“**Original Indenture**” means the trust indenture dated February 23, 2021, among the Company and Computershare Trust Company of Canada.

“**Piggy-Back Registration Rights**” has the meaning set out under the heading “Agreements with Shareholders — Investor Rights Agreement”.

“**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act* (Canada).

“**Plantro**” means Plantro Ltd.

“**Platform**” has the meaning set out under the heading “The Company – Overview”.

“**Pre-Emptive Rights**” has the meaning set out under the heading “Agreements with Shareholders — Investor Rights Agreement”.

“**Refinancing Transactions**” has the meaning set out under the heading “General Development of the Business”.

“**Registration Rights Agreements**” has the meaning set out under the heading “Agreements with Shareholders – Registration Rights Agreements”.

“**Revolving Facility**” has the meaning set out under the heading “General Development of the Business”.

“**RPAA**” has the meaning set out under the heading “Regulatory Environment”.

“**Scheme Implementation Deed**” has the meaning set out under the heading “General Developments of the Business”.

“**Series 2 Preferred Shares**” has the meaning set out under the heading “Agreements with Shareholders - Registration Rights Agreements”.

“**Senior Secured 2029 Notes**” has the meaning set out under the heading “General Development of the Business”.

“**Special Committee**” has the meaning set out under the heading “General Development of the Business”.

“**Special Meeting**” means the special meeting of shareholders of the Company originally scheduled to be held on August 20, 2024 and subsequently postponed.

“**Supplemental Indenture**” means the first supplemental trust indenture dated November 3, 2023, among the Company and Computershare Trust Company of Canada.

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

“**Technology Infrastructure**” means the Company’s technology, its website and network infrastructure.

“**Term Loan B**” has the meaning set out under the heading “General Development of the Business”.

“**TFSB**” means TELUS’ Financial Solutions Business.

“**TM Acquisition**” has the meaning set out under the heading “General Development of the Business”.

“**TM Group**” has the meaning set out under the heading “General Development of the Business”.

“**TSX**” means the Toronto Stock Exchange.

“**U.S.**” means the United States of America.

“**UK**” or “**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland.

“**\$**” means Canadian dollars, the lawful currency of Canada.

## APPENDIX A

### DYE & DURHAM LIMITED (the “Corporation”)

#### CHARTER OF THE AUDIT COMMITTEE

This Charter of the Audit Committee (the “**Charter**”) was adopted by the board of directors of the Corporation on August 19, 2020 and amended on February 2, 2022 and February 13, 2024.

#### 1. Purpose

The Audit Committee (the “**Committee**”) is a committee of the Board of Directors (the “**Board**”) of the Corporation. The members of the Committee and the chair of the Committee (the “**Chair**”) are appointed by the Board on an annual basis (or until their successors are duly appointed) for the purpose of overseeing the Corporation’s financial controls and reporting and monitoring whether the Corporation complies with financial covenants and legal and regulatory requirements governing financial disclosure matters and financial risk management.

#### 2. Composition

The Committee should be comprised of a minimum of three directors of the Corporation.

All members of the Committee must (except to the extent permitted by NI 52-110 – *Audit Committees*, as it may be amended or replaced from time to time (“**NI 52-110**”)) be independent (as defined by NI 52-110), and free from any relationship that, in the view of the Board, could be reasonably expected to interfere with the exercise of his or her independent judgment as a member of the Committee.

No members of the Committee shall receive, other than for service on the Board or the Committee or other committees of the Board, any consulting, advisory, or other compensatory fee from the Corporation or any of its subsidiaries.

All members of the Committee must be financially literate (which is defined as the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements). Any member of the Committee may be removed or replaced at any time by the Board and will cease to be a member of the Committee on ceasing to be a director of the Corporation. The Board may fill vacancies on the Committee by election from among the Board. If and whenever a vacancy will exist on the Committee, the remaining members may exercise all powers of the Committee so long as a quorum remains.

#### 3. Limitations on Committee’s Duties

In contributing to the Committee’s discharge of its duties under this Charter, each member of the Committee will be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this Charter is intended or may be construed as imposing on any member of the Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which any member of the Board may be otherwise subject.

Members of the Committee are entitled to rely, absent actual knowledge to the contrary, on (a) the integrity of the persons and organizations from whom they receive information, (b) the accuracy and completeness of the information provided, (c) representations made by the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel and such other members of senior management of the Corporation as the Board may from time to time determine (collectively, the “**Executive Management Group**”) as to the non-audit services provided to the Corporation by the external auditor, (d) financial statements of the Corporation represented to them by a member of the Executive Management Group or in a written report of the external auditors to present fairly the financial position of the Corporation in accordance with applicable generally accepted accounting principles, and (e) any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

#### **4. Meetings**

The Committee shall meet regularly, but not less frequently than quarterly. The Committee should meet within 45 days following the end of the first three financial quarters of the Corporation and shall meet within 90 days following the end of the fiscal year of the Corporation. A quorum for the transaction of business at any meeting of the Committee will be a majority of the members of the Committee or such greater number as the Committee will by resolution determine. The Committee will keep minutes of each meeting of the Committee. A copy of the minutes will be provided to each member of the Committee.

Meetings of the Committee will be held from time to time and at such place as any member of the Committee will determine upon two days' prior notice to each of the other Committee members. The members of the Committee may waive the requirement for notice. In addition, each of the Chief Executive Officer, the Chief Financial Officer and the external auditor will be entitled to request that the Chair call a meeting.

The Committee may ask members of the Executive Management Group and employees of the Corporation (including, for greater certainty, its affiliates and subsidiaries) or others (including the external auditor) to attend meetings and provide such information as the Committee requests. Members of the Committee will have full access to information of the Corporation (including, for greater certainty, its affiliates, subsidiaries and their respective operations) and will be permitted to discuss such information and any other matters relating to the results of operations and financial position of the Corporation with the Executive Management Group, employees, the external auditor and others as they consider appropriate.

The Committee or its Chair should meet at least once per year with the Executive Management Group and the external auditor in separate sessions to discuss any matters that the Committee or either of these groups desires to discuss privately. In addition, the Committee or its Chair should meet with the Executive Management Group quarterly in connection with the Corporation's interim financial statements. The Committee shall hold executive sessions without management present at each Committee meeting.

The Chair will determine any desired agenda items.

#### **5. Committee Activities**

As part of its function in assisting the Board in fulfilling its oversight responsibilities (and without limiting the generality of the Committee's role), the Committee will have the power and authority to:

- (a) Financial Disclosure
  - (i) Review and recommend for Board approval the Corporation's interim financial statements, including any certification, report, opinion or review rendered by the external auditor and, if applicable, the related management's discussion & analysis and earnings press release.
  - (ii) Review and recommend for Board approval the Corporation's annual financial statements, including, if applicable, any certification, report, opinion or review rendered by the external auditor, the annual information form and the related management's discussion & analysis and earnings press release.
  - (iii) Satisfy itself that adequate procedures have been put in place by the Executive Management Group for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and the related management's discussion & analysis.
  - (iv) Review any litigation, claim or other contingency and any regulatory or accounting initiatives that could have a material effect upon the financial position or operating results of the Corporation and the appropriateness of the disclosure thereof in the documents reviewed by the Committee.

- (v) Receive periodic reports from the Executive Management Group assessing the adequacy and effectiveness of the Corporation's disclosure controls and procedures.
  - (vi) Ensure financial disclosures are reported under the rules of IFRS and report such compliance to the Board on a quarterly and annual basis.
- (b) Internal Control
- (i) Review and assess the overall effectiveness of the Executive Management Group's process to identify and manage the significant risks associated with the activities of the Corporation.
  - (ii) Receive and review periodical management reports assessing the adequacy and effectiveness of the Corporation's internal control systems.
  - (iii) Review and assess the overall effectiveness of the Corporation's internal control systems for monitoring compliance with financial disclosure matters, financial risk management, laws and regulations.
  - (iv) Have the authority to communicate directly with the Chief Financial Officer and the external auditors.
  - (v) Annually receive certification from the members of the Executive Management Group that they have read the code of ethics and they have no conflicts of interest with the Corporation.
  - (vi) Review and approve guidelines and policies for the investing of cash, marketable securities, hedging transactions and review reports from management on the results of such investments.
- (c) Relationship with the External Auditor
- (i) Recommend to the Board the selection of the external auditor and the fees and other compensation to be paid to the external auditor.
  - (ii) Have the authority to communicate directly with the external auditor and the Chief Financial Officer of the Corporation and arrange for the external auditor to be available to the Committee and the Board as needed.
  - (iii) Advise the external auditor that it is required to report to the Committee and not to the Executive Management Group.
  - (iv) Monitor the relationship between the Executive Management Group and the external auditor, including reviewing any the Executive Management Group letters or other reports of the external auditor, discussing any material differences of opinion between the Executive Management Group and the external auditor and resolving disagreements between the external auditor and the Executive Management Group.
  - (v) Review and discuss with the external auditor all critical accounting policies and practices to be used in the Corporation's financial statements, all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management, the ramifications of the use of such alternative treatments and the treatment preferred by the external auditor.
  - (vi) Review any material issues regarding accounting principles and financial statement presentation with the external auditor and management, including any significant changes in the Corporation's selection or application of accounting principles and any significant

financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements.

- (vii) If considered appropriate, establish separate systems of reporting to the Committee by each of the Executive Management Group and the external auditor.
  - (viii) Review and discuss on an annual basis with the external auditor all significant relationships they have with the Corporation, the Executive Management Group, the external asset manager or employees that might interfere with the independence of the external auditor.
  - (ix) Pre-approve all non-audit services (or delegate such pre-approval, as the Committee may determine and as permitted by applicable laws) to be provided by the external auditor.
  - (x) Review the performance of the external auditor and recommend any discharge of the external auditor when the Committee determines that circumstances warrant.
  - (xi) Periodically consult with the external auditor without the Executive Management Group present about (i) any significant risks or exposures facing the Corporation, (ii) internal controls and other steps that the Executive Management Group has taken to control such risks, and (iii) the fullness and accuracy of the financial statements of the Corporation, including the adequacy of internal controls to expose any payments, transactions or procedures that might be deemed illegal or otherwise improper.
  - (xii) Review and approve any proposed hiring of current or former partners or employees of the current (and any former) external auditor of the Corporation.
- (d) Audit Process
- (i) Review the scope, plan and results of the external auditor's audit and reviews, including the auditor's engagement letter, the post-audit management letter, if any, and the form of the audit report. The Committee may authorize the external auditor to perform supplemental reviews, audits or other work as deemed desirable.
  - (ii) Following completion of the annual audit and quarterly reviews, review separately with each of the Executive Management Group and the external auditor any significant changes to planned procedures, any difficulties encountered during the course of the audit and, if applicable, reviews, including any restrictions on the scope of work or access to required information and the cooperation that the external auditor received during the course of the audit and, if applicable, reviews.
  - (iii) Review any significant disagreements among the Executive Management Group and the external auditor in connection with the preparation of the financial statements.
  - (iv) Where there are significant unsettled issues between the Executive Management Group and the external auditor that do not affect the audited financial statements, the Committee will seek to ensure that there is an agreed course of action leading to the resolution of such matters.
  - (v) Review with the external auditor and the Executive Management Group significant findings and the extent to which changes or improvements in financial or accounting practices, as approved by the Committee, have been implemented.
  - (vi) If applicable, review the system in place to seek to ensure that the financial statements, management's discussion & analysis and other financial information disseminated to regulatory authorities and the public satisfy applicable requirements.

- (e) Financial Reporting Processes
  - (i) Review the integrity of the Corporation's financial reporting processes, both internal and external, in consultation with the external auditor.
  - (ii) If an internal audit function is present, monitor and review the effectiveness of the Corporation's internal audit function, including ensuring that any internal auditors have adequate monetary and other resources to complete their work and appropriate standing within the Corporation and, if the Corporation has no internal auditors, consider, on an annual basis, whether the Corporation requires internal auditors, report to the Board on the internal auditors' performance and make related recommendations to the Board.
  - (iii) Approve any changes to the internal auditor, if applicable, or to the reporting lines of the internal auditor.
  - (iv) Review all material financial statement issues, off balance sheet issues, material contingent obligations and material related party transactions.
  - (v) Review with the Executive Management Group and the external auditor the Corporation's accounting policies and any changes that are proposed to be made thereto, including all critical accounting policies and practices used, any alternative treatments of financial information that have been discussed with the Executive Management Group, the ramification of their use and the external auditor's preferred treatment and any other material communications with the Executive Management Group with respect thereto. Review the disclosure and impact of contingencies and the reasonableness of the provisions, reserves and estimates that may have a material impact on financial reporting.

**6. General**

- (a) Inform the Board of matters that may significantly impact on the financial condition or affairs of the business.
- (b) Respond to requests by the Board with respect to the functions and activities that the Board requests the Committee to perform.
- (c) If applicable, review the public disclosure regarding the Committee required from time to time by NI 52-110.
- (d) Review in advance, and consult in, the hiring and appointment of the Corporation's internal auditor, if applicable.
- (e) Perform any other activities as the Committee or the Board deems necessary or appropriate.

**7. Complaint Procedures**

- (a) Anyone may submit a complaint regarding conduct by the Corporation or its employees or agents (including its external auditor) reasonably believed to involve questionable accounting, internal accounting controls, auditing, ethical or other matters.
- (b) Complaints are to be directed to the attention of the Chair and the Chair will report to the Committee quarterly on any complaints received and their resolution.
- (c) The Committee should endeavor to keep the identity of the complainant confidential.
- (d) The Chair will have the power and authority to lead the review and investigation of a complaint. The Committee should retain a record of all complaints received. Corrective action may be taken when and as warranted.

**8. Independent Advice**

In discharging its mandate, the Committee shall have the authority to retain, at the expense of the Corporation, external advisors as the Committee determines to be necessary to permit it to carry out its duties.

**9. Annual Evaluation**

Annually, the Committee shall, in a manner it determines to be appropriate:

- (a) Perform a review and evaluation of the performance of the Committee and its members, including the compliance of the Committee with this Charter.
- (b) Review and assess the adequacy of this Charter and recommend to the Board any improvements to this Charter that the Committee believes to be appropriate.

This Charter was reviewed and reaffirmed by the Board on February 13, 2024.